



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**WEDNESDAY, APRIL 15, 2026**

**4:00 PM - Closed Session (Cancelled)**

**5:00 PM - Regular Session**

**Escondido City Council Chambers, 201 North Broadway, Escondido, CA 92025**

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### **WELCOME TO YOUR CITY COUNCIL MEETING**

We welcome your interest and involvement in the legislative process of Escondido. This agenda includes information about topics coming before the City Council and the action recommended by City staff.

#### **MAYOR**

Dane White

#### **DEPUTY MAYOR**

Joe Garcia (District 2)

#### **COUNCILMEMBERS**

Consuelo Martinez (District 1)

Christian Garcia (District 3)

Judy Fitzgerald (District 4)

#### **CITY MANAGER**

Sean McGlynn

#### **CITY ATTORNEY**

Michael McGuinness

#### **CITY CLERK**

Zack Beck

#### **HOW TO WATCH**

The City of Escondido provides three ways to watch a City Council meeting:

##### **In Person**



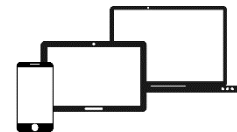
201 N. Broadway

##### **On TV**



Cox Cable Channel 19 and U-verse Channel 99

##### **Online**



[www.escondido.gov](http://www.escondido.gov)



# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 15, 2026

## HOW TO PARTICIPATE

The City of Escondido provides two ways to communicate with the City Council during a meeting:

### In Person



Fill out Speaker Slip and Submit to City Clerk

### In Writing



[escondido-ca.municodemeetings.com](https://escondido-ca.municodemeetings.com)

## ASSISTANCE PROVIDED

If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 760-839-4869. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired – please see the City Clerk.





# CITY of ESCONDIDO

COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 15, 2026

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## REGULAR SESSION

5:00 PM Regular Session

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### MOMENT OF REFLECTION

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

### FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

### CALL TO ORDER

Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

### PROCLAMATION

Lao, Thai, Cambodian New Year

### PRESENTATIONS

Annual Volunteer Program Update

We See You San Diego (Non-Profit Organization) Presentation

Senate Bill 1383 - Statewide Mandatory Organic Waste Collection

### WORKSHOP

#### 1. MISSING MIDDLE HOUSING STRATEGY

Review and discussion of ideas, opportunities and challenges for the applicability of a Missing Middle Housing strategy for the City.

Staff Recommendation: Provide Direction (Development Services Department: Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 15, 2026

### ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

### CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

**1. AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)**

**2. APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between March 30, 2026 to April 05, 2026.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

**3. APPROVAL OF MINUTES: Regular meeting of April 1, 2026**

**4. WAIVER OF READING OF ORDINANCES AND RESOLUTIONS**

**5. LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – THIRD AMENDMENT TO PUBLIC SERVICE AGREEMENT WITH MAKELELE SYSTEMS LANDSCAPE & MAINTENANCE, INC. FOR ZONES 1-38**

Request the City Council adopt Resolution No. 2026-34, authorizing the Mayor to execute a Public Services Agreement Third Amendment with Makelele Systems Landscape & Maintenance, Inc. the City of Escondido Landscape Maintenance Districts.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Development Services Director and Joe Goulart Director of Public Works)

Presenter: Jen Conway, Management Analyst II

a) Resolution No. 2026-34



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 15, 2026

**6. PL26-0038: AUTHORIZATION REQUEST FOR A GENERAL PLAN AMENDMENT PROPOSED BY WARMINGTON RESIDENTIAL TO SUBMIT A PRIVATE DEVELOPMENT APPLICATION FOR PURPOSES OF CONSTRUCTING UP TO 126 MULTI-FAMILY DWELLING UNITS AT THE NORTHEAST CORNER OF MILLER AVENUE AND CITRACADO PARKWAY**

Request the City Council consider adoption of Resolution No. 2026-55 authorizing City staff to intake and process a General Plan Amendment to amend the adopted 2012 General Plan to facilitate construction of up to 126 multi-family units on a site with an existing General Plan land use designation of Planned Office (PO).

Staff Recommendation: Provide Direction (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2026-55

**7. PL26-0033: AUTHORIZATION REQUEST FOR A GENERAL PLAN AMENDMENT PROPOSED BY STORM PROPERTIES, INC. TO SUBMIT A PRIVATE DEVELOPMENT APPLICATION FOR CONSTRUCTING UP TO 82 MULTI-FAMILY DWELLING UNITS ON THE WEST SIDE OF MEYERS AVENUE**

Request the City Council consider adoption of Resolution No. 2026-56 authorizing City staff to intake and process a General Plan Amendment to amend the adopted 2012 General Plan to facilitate construction of up to 82 multi-family units on a site with an existing General Plan land use designation of LI (Light Industrial).

Staff Recommendation: Provide Direction (Development Services Department: Kevin Snyder, AICP, Director of Development Services)

Presenter: Ivan Flores, AICP, Principal Planner

a) Resolution No. 2026 -56



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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**8. DEEM DASH CONSTRUCTION COMPANY, INC. NONRESPONSIVE AND AUTHORIZE THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT WITH SB GENERAL ENGINEERING, INC. FOR CONSTRUCTION OF THE WINDSOR GARDENS FENCE PROJECT**

Request the City Council adopt Resolution No. 2026-60 (1) deeming Dash Construction Company, Inc. nonresponsive; (2) authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$922,200 with SB General Engineering, Inc. for construction of the Windsor Gardens Fence Project ("Project"); and (3) approve a budget adjustment in the amount of \$265,000 to fund the increased construction contract amount and contingency.

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services and Jason Christman, Interim-City Engineer)

Presenter: Jason Christman, Interim-City Engineer

a) Resolution No. 2026-60

### CURRENT BUSINESS

**9. LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT (LMD) – INFORMATION REGARDING THE LANDSCAPE MAINTENANCE DISTRICT PROGRAM, HISTORY, AND PROP 218 LIMITATIONS**

Request the City Council receive and file a presentation on the Landscape Maintenance Assessment District regarding history and reassessments.

Staff Recommendation: Receive and File (Public Works Department: Joseph Goulart, Director of Public Works)

Presenter: Jen Conway, Management Analyst II

**10. CURRENT FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM STATUS BRIEFING**

Request for the City Council to receive and file the current fiscal year capital improvement status briefing.

Staff Recommendation: Receive and File (Development Services Department: Kevin Snyder, Director Development Services)

Presenter: Jason Christman, Interim City Engineer



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

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### **11. LIBRARY BOARD OF TRUSTEES APPOINTMENTS**

Mayor White requests that the City Council ratify his appointments to the Library Board of Trustees as follows:

Maribel Cruz Reyes (Current Trustee; new term to expire March 31, 2029)

Francis Bova (Current Trustee; new term to expire March 31, 2029)

Carolyn Clemens (Former Trustee; new term to expire March 31, 2027)

Staff Recommendation: Approval (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

### **FUTURE AGENDA**

### **12. FUTURE AGENDA**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

### **COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS**

#### **CITY MANAGER'S REPORT**

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

#### **ORAL COMMUNICATIONS**

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#### **ADJOURNMENT**



# CITY of ESCONDIDO

## COUNCIL MEETING AGENDA

WEDNESDAY, APRIL 15, 2026

### UPCOMING MEETING SCHEDULE

Wednesday, May 06, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*  
Wednesday, May 13, 2026 4:00 & 5:00 PM Closed Session, Regular Meeting, *Council Chambers*

### SUCCESSOR AGENCY

Members of the Escondido City Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.

### CEQA STATEMENT

Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA under Guideline Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065



# STAFF REPORT

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April 15, 2026  
File Number 0680-87

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## SUBJECT

**MISSING MIDDLE HOUSING STRATEGY PRESENTATION AND DISCUSSION: REVIEW AND DISCUSSION OF IDEAS, OPPORTUNITIES AND CHALLENGES FOR THE APPLICABILITY OF A MISSING MIDDLE HOUSING STRATEGY FOR THE CITY**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council provide direction on Missing Middle Housing.

Staff Recommendation: Provide Direction (Development Services: Kevin Snyder, AICP, Development Services Director)

Presenter: Kevin Snyder, AICP, Development Services Director

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Be Business Friendly; Build Trust and Accountability; Drive Community and Land Development

## FISCAL ANALYSIS

None

## PREVIOUS ACTION

The City Council Housing Subcommittee discussed this item at its February 17, 2026 meeting and recommended a presentation and discussion with the full City Council.

## BACKGROUND

In 2010, Daniel Parolek, Founder, Opticos Design, created the term Missing Middle Housing to describe increased housing options in communities through more diverse housing product types that are scaled for walkability and compatibility with surrounding single-family neighborhoods. More specifically, Mr. Parolek described Missing Middle Housing in his book *Missing Middle Housing: Thinking Big and Building Small to Respond to Today's Housing Crisis*, Island Press, 2020:



# CITY *of* ESCONDIDO

## STAFF REPORT

“Missing Middle Housing is a range of multiunit or clustered housing types, compatible in scale with single-family homes, that help meet the growing demand for walkable urban living, respond to shifting household demographics, and meet the need for more housing choices at different price points. The majority of these types accommodate four to eight units in a building or on the lot, in the case of a cottage court. At the upper end of the spectrum, they can have up to nineteen units per building.

We label these housing types ‘missing’ because even though they have played an instrumental role in providing housing choices and affordable options historically in town and cities across the country, we are building very few of these housing types today and have built very few in the past thirty to forty years.”



**AFFIDAVITS**  
**OF**  
**ITEM**  
**POSTING – NONE**



# STAFF REPORT

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April 15, 2026  
File Number 0400-40

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**SUBJECT**

**APPROVAL OF WARRANT REGISTER**

**DEPARTMENT**

Finance

**RECOMMENDATION**

Approval for City Council and Housing Successor Agency warrants issued between March 30, 2026 to April 05, 2026

Staff Recommendation: Approval (Finance Department: Christina Holmes)

**ESSENTIAL SERVICE** – Internal requirement per Municipal Code Section 10

**COUNCIL PRIORITY** –

**FISCAL ANALYSIS**

The total amount of the warrants for the following periods are as follows:

Dates	03/30/2026 to 04/05/2026
Total	\$4,550,951.64
Number of Warrants	243

**BACKGROUND**

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### REGULAR SESSION

5:00 PM Regular Session

### MOMENT OF REFLECTION

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### FLAG SALUTE

The City Council conducts the Pledge of Allegiance at the beginning of every City Council meeting.

### CALL TO ORDER

Roll Call: Fitzgerald, C. Garcia, J. Garcia, Martinez, White

### PROCLAMATION

Captain Royce Williams, Medal of Honor Recipient

### PRESENTATIONS

Library Board of Trustees Annual Update

Earth Day Recycling Art Contest Winners' Recognition

### ORAL COMMUNICATIONS

Joe Coyle – Thanked the Council for partnering with the Chamber of Commerce.

Laura Hunter – Expressed concern regarding a fundraising letter sent out by Mayor White

Leila Sackfield – Invited the community to attend a concert at the California Center for the Arts Escondido performed by the Marnie Corps West Composite Band.

Gregg Oliver – Requested the City Council prioritize CDBG funding and encouraged the City Council look at Carmel Valley as an example for housing development.



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

### CONSENT CALENDAR

Motion to approve all Consent Calendar items and reflect the no vote for Councilmember Martinez and Deputy Mayor Garcia for item 10: Martinez; Second: J. Garcia; Approved: 5-0

1. **AFFIDAVITS OF PUBLICATION, MAILING, AND POSTING (COUNCIL/RRB)**

2. **APPROVAL OF WARRANT REGISTER**

Request the City Council approve the City Council and Housing Successor Agency warrants issued between February 23, 2026 to March 22, 2026.

Staff Recommendation: Approval (Finance Department: Christina Holmes, Director of Finance)

3. **APPROVAL OF MINUTES: Regular meetings of February 25, 2026 and March 4, 2026**

4. **WAIVER OF READING OF ORDINANCES AND RESOLUTIONS**

5. **FIRST AMENDMENT TO CONSULTANT AGREEMENT WITH MICHAEL BAKER INTERNATIONAL AND ADOPTION OF A FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) PREPARED FOR EAST VALLEY PARKWAY AND MIDWAY DRIVE IMPROVEMENT PROJECT**

Request the City Council adopt Resolution No. 2026-15 authorizing First Amendment to existing consultant agreement with Michael Baker International in the amount of \$36,310 and adopt Resolution No. 2026-16 for adoption of a Final Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (MMRP) prepared for the East Valley Parkway and Midway Drive Improvement Project ("Project"). (File Number 0600-10; A-3520-1)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)

Presenter: Jason Christman, Interim-City Engineer and Ivan Flores, Principal Planner

a) Resolution No. 2026-15

b) Resolution No. 2026-16

6. **SECOND AMENDMENT TO THE CONSULTING AGREEMENT WITH HOCH CONSULTING FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES FOR CAPITAL IMPROVEMENT PROGRAM AND PUBLIC WORKS PROJECTS**

Request the City Council adopt Resolution No. 2026-27, authorizing the Second Amendment to



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

the existing Consulting Agreement with Hoch Consulting in the amount of \$1,506,887 for continued project management and engineering services. (File Number 0600-10; A-3451-2)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services; Jason Christman, Interim-City Engineer; and Joseph Goulart, Director of Public Works)

Presenter: Jason Christman, Interim-City Engineer

a) Resolution No. 2026-27

**7. APPROVAL OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE OFFICER STEVEN BROWN**

Request the City Council adopt Resolution No. 2026-44, approving the California Public Employees’ Retirement System (“CalPERS”) Industrial Disability Retirement for Police Officer Steven Brown. (File Number 0170-57)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-44

**8. CONTINUING REPAIR OF THE EMERGENCY REPAIR OF THE ESCONDIDO TRUNK SEWER MAIN**

Request the City Council adopt Resolution No. 2026-48 declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds that there is a need to continue the emergency repair of the Escondido Trunk Sewer Main. (File Number 1330-85)

Staff Recommendation: Approval (Utilities Department: Daniel Peterson, Director of Utilities)

Presenter: Randy Manns, Utilities Project Manager

a) Resolution No. 2026-48

### **CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)**

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

**9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A ZONE MAP AMENDMENT TO AMEND THE CITY OF ESCONDIDO ZONING MAP IN SUPPORT OF THE PARKVIEW TOWNHOMES PROJECT**

Approved on February 25, 2026 with a vote of 5/0.

a) Ordinance No. 2026-03 (Second Reading and Adoption)

**10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AND ADDING TO THE ESCONDIDO MUNICIPAL CODE CHAPTER 16, ARTICLE 9, SECTIONS 16-410 THROUGH 16-425; REPEALING SECTION 18-101; AMENDING SECTIONS 18-103, 23-4, AND 23-5, REGULATING SIDEWALK VENDING**

Approved on March 4, 2026 with a vote of 3/2 (Martinez, J. Garcia - No)

a) Ordinance No. 2026-04R (Second Reading and Adoption)

**11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, DETERMINING THE PROJECT IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING A PLANNED DEVELOPMENT PERMIT (MASTER AND PRECISE PLAN) TO ALLOW FOR GROUND-FLOOR RESIDENTIAL USES AND REDUCED SETBACKS IN SUPPORT OF THE JUNIPER STREET OFFICE TO RESIDENTIAL CONVERSION; APPLICANT: Darshan Patel; CASE NO: PL24-0126/PL24-0127/PL25-0359**

Approved on March 4, 2026 with a vote of 5/0.

a) Ordinance No. 2026-05 (Second Reading and Adoption)

### PUBLIC HEARINGS

**12. APPROVE PROPOSED SALE OF VACANT CITY-OWNED PORTIONS OF PARCELS LOCATED ON NORTH CENTRE CITY PARKWAY TO KB HOMES AND DECLARE PROPERTY AS EXEMPT FROM SURPLUS PROPERTY**

Request the City Council adopt Resolution No. 2026-18 to approve the proposed sale of vacant City-owned portions of parcels located on North Centre City Parkway to KB Homes (“Property”), declare the Property as exempt from surplus property, and authorize the Mayor and all authorized officers to execute certain documents required to implement the sale for the purchase price of \$15,400. (File Number 0690-20)

Staff Recommendation: Approval (Development Services Department: Kevin Snyder, Director of Development Services)



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Presenter: Leia Cabrera, Engineering Manager

a) Resolution No. 2026-18

Motion: C. Garcia; Second: White; Approved: 5-0

**13. CITY POSITION VACANCIES AND RECRUITMENT AND RETENTION EFFORTS**

Request the City Council hear the presentation on the status of City vacancies and recruitment and retention efforts as required by California Government Code Section 3502.3, conduct the public hearing, and provide feedback as appropriate. (File Number 0700-80)

Staff Recommendation: Receive and File (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Daniel Alvarado, Human Resources Manager

Joe Portman – Thanked the Council for adding more staffing to the Fire Department.

Motion: J. Garcia; Second: Fitzgerald; Approved: 5-0

### CURRENT BUSINESS

**14. RE-APPROVAL OF CITY-WIDE SALARY SCHEDULES AND MANAGEMENT & UNCLASSIFIED SALARY AND BENEFITS PLANS**

Request the City Council adopt Resolution No. 2026-49 re-approving the City-wide salary schedules and the Management and Unclassified Salary and Benefits Plans for the prior five (5) fiscal years to ensure compliance with the California Public Employees’ Retirement System (“CalPERS”) requirements. (File Number 0720-20)

Staff Recommendation: Approval (Human Resources Department: Jessica Perpetua, Director of Human Resources)

Presenter: Jessica Perpetua, Director of Human Resources

a) Resolution No. 2026-49

Motion: D. White; Second: J. Garcia; Approved: 5-0

**15. 211 SAN DIEGO PRESENTATION ON SERVICES AND POTENTIAL PARTNERSHIP**

Receive an informational presentation from 211 San Diego regarding its services and regional role, including a profile of services used and needs relevant to the City of Escondido. Following



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

the presentation, City Council should provide direction to staff regarding potential next steps, including whether to explore a formal agreement. (File Number 1020-72)

Staff Recommendation: Provide Direction (City Manager's Office: Christopher McKinney, Deputy City Manager)

Presenter: Nicole Lindsay, Management Analyst

The City Council directed the City Manager to pursue a relationship with 211 San Diego and bring back a contract for approval at a future Council Meeting.

### FUTURE AGENDA

#### 16. FUTURE AGENDA

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: None (City Clerk's Office: Zack Beck)

### COUNCILMEMBERS SUBCOMMITTEE REPORTS AND OTHER REPORTS

#### CITY MANAGER'S REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety, and Community Development.

#### UPCOMING MEETING SCHEDULE

Wednesday, April 08, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>
Wednesday, April 15, 2026	4:00 & 5:00 PM	Closed Session, Regular Meeting, <i>Council Chambers</i>

#### ORAL COMMUNICATIONS

### ADJOURNMENT



# CITY of ESCONDIDO

## COUNCIL MEETING MINUTES

Mayor White adjourned the meeting at 7:30 p.m.

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MAYOR

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CITY CLERK



# STAFF REPORT

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## ITEM NO. 4

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### SUBJECT

### WAIVER OF READING OF ORDINANCES AND RESOLUTIONS –

### ANALYSIS

The City Council/RRB has adopted a policy that is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/RRB to waive the reading of the full text and title of all resolutions agendized in the Consent Calendar, as well as the full text of all ordinances agendized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/RRB.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also, upon the approval of this item, the Mayor will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/RRB may introduce and/or adopt all the ordinances in one motion and second.

### RECOMMENDATION

Staff recommends that the City Council/RRB approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. Unanimous approval of the City Council/RRB is required.

Respectfully Submitted,

Zack Beck  
City Clerk



# STAFF REPORT

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April, 15, 2026

File Number 0600-10; A-3458-3

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## SUBJECT

**LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT – THIRD AMENDMENT TO PUBLIC SERVICE AGREEMENT WITH MAKELELE SYSTEMS LANDSCAPE & MAINTENANCE, INC. FOR ZONES 1-38**

## DEPARTMENT

Development Services

## RECOMMENDATION

Request the City Council adopt Resolution No. 2026-34, authorizing the Mayor to execute a Public Services Agreement Third Amendment with Makelele Systems Landscape & Maintenance, Inc. the City of Escondido Landscape Maintenance Districts.

Staff Recommendation: Approval (Kevin Snyder, Development Services Director and Joe Goulart Director of Public Works)

Presenter: Jen Conway, Management Analyst II

**ESSENTIAL SERVICE** – Yes, Maintenance of Open Spaces

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

## FISCAL ANALYSIS

The Landscape Maintenance District (“LMD”) is a benefit assessment district created to fund the maintenance of landscape improvements. Assessment revenue is collected from property owners in each of the 38 zones via annual property tax paid through the County of San Diego. The funding mechanism consists of a separate fund for each zone, with collected assessments only to be used for that zone with expenses published each fiscal year on the Engineer’s Report.

The authority and process for a government agency to create and maintain these specific districts are outlined in the ‘Landscape and Light Act of 1972’ which is located in the California Code, Streets and Highways Code, Division 15 from Section 22500-22679. There are allowances in the code to carry forward budget surplus and deficits year to year.



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

In lieu of the formation of an HOA, the development owner of the parcels requested annexation into the City's Landscape Maintenance District to pay for the ongoing maintenance of the landscaping improvements associated with the City right-of-way and landscape easement areas. These landscape improvements were installed by the developer to enhance the appearance and quality of the development. Residents pay an assessment per parcel for the proportionate special benefit received by the LMD providing landscape improvements and maintenance.

Each fiscal year the annual Engineer's report, which is also the LMD budget, lists estimated repairs for landscape maintenance such as irrigation repair, plant replacement, fence repair, and ground treatments. The Third Amendment requests a portion of those funds to be placed within the current fiscal year contract to allow work to commence on deferred maintenance items.

The Landscape Maintenance Public Services Agreement Third Amendment includes the request for the addition of \$149,000 in landscape maintenance repair costs for fiscal year 2026 (FY25/26).

### RESOLUTIONS

- a. Resolution No. 2026-34
- b. Resolution No. 2026-34—Exhibit "A"— Public Services Agreement Third Amendment with Makelele Systems Landscape & Maintenance, Inc.

RESOLUTION NO. 2026-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, THE THIRD AMENDMENT TO THE PUBLIC SERVICE AGREEMENT WITH MAKELELE SYSTEMS LANDSCAPE & MAINTENANCE, INC. FOR LANDSCAPE MAINTENANCE SERVICES

WHEREAS, the City entered into the Public Service Agreement per Resolution No. 2023-68 with Makelele Systems Landscape & Maintenance, Inc. for two years (FY2023-2025), with the option of three additional years continuing, requiring Council approval for each one-year extension; and

WHEREAS, the Third Amendment to the Public Service Agreement requests the use of prior budgeted repair funds to be added to the to the annual contract for fiscal year 2026 for landscape maintenance repairs; and

WHEREAS, repair costs for each zone are determined each fiscal year based on the annual Engineer’s Report also called the Landscape Maintenance Districts (“LMD”) budget; and

WHEREAS, the LMD has deferred maintenance repair items that should be addressed in the fiscal year 2026 for the “special benefit” of parcel owners; and

WHEREAS, the amount requested to be added to the contract is \$149,000 for the repairs consisting of irrigation modifications, ground treatments, replacement of damaged materials, and plant and shrub replacements; and

WHEREAS, the Third Amendment to the Public Service Agreement is attached and incorporated to this Resolution as Exhibit “A”, and subject to final approval as to form by the City Attorney; and

WHEREAS, the Development Services Director and the Public Works Director recommends the approval and execution of the addition of associated landscape maintenance costs with Makelele Systems Landscape & Maintenance, Inc., for landscape maintenance services for the City of Escondido Landscape Maintenance Assessment Districts for fiscal year 2026; and

WHEREAS, it is in the best interest of the City to add landscape maintenance repair costs to the Agreement for fiscal year 2026 for landscape maintenance improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Third Amendment to the Public Service Agreement is in the best interest of the City to add landscape maintenance repair costs to the Agreement for fiscal year 2026 for landscape maintenance improvements.
3. That the Mayor is authorized to execute, on behalf of the City, a landscape maintenance repair cost, in the amount of \$149,000 for fiscal year 2026, in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A", and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO  
THIRD AMENDMENT TO PUBLIC SERVICES AGREEMENT

This Third Amendment to Public Services Agreement ("Third Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between:                   CITY OF ESCONDIDO  
                                  a California municipal corporation  
                                  201 N. Broadway  
                                  Escondido, CA 92025  
                                  Attn: Jen Conway  
                                  760-839-4082  
                                  ("CITY")

And:                         Makelele Systems Landscape and Maintenance  
                                  , a California corporation  
                                  420 N Twin Oaks Valley Rd Unit 2044  
                                  San Marcos, CA 92079  
  
                                  Attn: Jose Cardenas  
                                  760-208-8749  
  
                                  ("CONTRACTOR ").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties entered into that certain Public Services Agreement dated June 27, 2003, which was subsequently amended by a First Amendment dated May 29, 2024, (collectively, the "Agreement"), wherein CITY retained CONTRACTOR to provide services for landscape repair and renovations, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this Third Amendment, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. The CONTRACTOR will furnish all of the Services described in "Attachment A" to this Third Amendment.

2. The CITY will compensate the CONTRACTOR in an additional amount not to exceed the sum of **\$149,000**, pursuant to the conditions contained in "Attachment A" to this Third Amendment.
3. All other terms of the Agreement not referenced in this Third Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Third Amendment, this Third Amendment shall prevail.
4. This Third Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
5. This Third Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Third Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
6. Unless a different date is provided in this Third Amendment, the effective date of this Third Amendment shall be the latest date of execution set forth by the names of the signatories below.

(Signature Page Follows)

IN WITNESS WHEREOF, this Third Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Dane White, Mayor

Makelele Systems Landscape & Maintenance

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Jose Cardenas, President

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

## **ATTACHMENT "A"**

### Scope of Work

#### **A. General**

Makelele Systems Landscape & Maintenance, Inc., a California corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with landscape maintenance services within the City's Landscape Maintenance Districts ("LMD"). This Third Amendment is for:

Landscape Maintenance repair and renovation services including:

1. Plant replacement
2. Ground treatments including decomposed granite, mulch and ground cover shrubs
3. Irrigation modification, repairs and retrofits
4. Shrub and tree pruning, thinning and reduction to maximum heights of ground work to 15ft height

#### **B. Location**

Contractor will provide landscape services at the LMD zones in accordance with the locations listed in Exhibit 1 referenced by Public Service Agreement A-3458.

#### **C. Services**

Contractor will perform landscape maintenance and repair services. Services include irrigation repair, shrub and tree planting, mulch and ground treatment applications, pruning, and lawn management. Work will be ordered based on each zone's budget, while prioritizing safety, health of landscape, and aesthetic improvement.

#### **D. Scheduling**

Contractor will schedule work in accordance with Work Authorizations issued from City staff by contacting Jennifer Conway at 760-839-4082 or [jen.conway@escondido.gov](mailto:jen.conway@escondido.gov). Work shall be performed between the hours of 8 a.m. and 6 p.m., Monday through Friday.

#### **E. Contract Price and Payment Terms**

The contract price of this Third Amendment shall not exceed **\$149,000**. The contract price of this Third Amendment \$149,000 will bring the total contract price of the Agreement to **\$1,132,592**. The contract price of this Third Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

Exhibit 2 Makelele Unit Cost Price List is a unit price guide. All work will be invoiced at a price less than the unit cost listed based on volume for that work in that zone, or among multiple zones.

**F. Term**

The term of this Third Amendment shall be from the Effective Date of this Third Amendment through **November 15, 2026**. Upon satisfactory performance by Contractor and mutual agreement of the Parties, the City shall have the option to renew this Agreement for two additional one-year terms as follows:

- Year 4 (FY 2026/27): July 1, 2026 through June 30, 2027
- Year 5 (FY 2027/28): July 1, 2027 through June 30, 2028



City of Escondido  
Business License Division  
201 N Broadway  
Escondido, CA 92025

## CITY OF ESCONDIDO BUSINESS LICENSE CERTIFICATE

Item5.

Makelele Systems  
PO BOX 2044  
San Marcos, CA 92079

Business License No: 207435  
Expiration Date: 04/30/2026  
Business Type: CONTRACT  
Ownership: CORPORATION

### IMPORTANT INFORMATION

- Please verify all information. If any changes occur, please contact the Business License Division at (760) 839-4659.
- Remember to renew your Business License within one month of the Expiration Date, even if you don't receive a Renewal Notice. Payments postmarked or paid on-line after the Penalty Date will incur late penalties of 25% per month.
- Closing your business or no longer working in Escondido? You must sign, date and return your Renewal Notice to close your account.
- Please display the Certificate below in public view.
- Escondido's business licenses are issued for revenue purposes. The issuance or possession of a license confers no rights or privileges and only serves to prove that a business tax has been paid for the period specified on the license certificate. Licenses are not deemed regulatory in any way and are not proof of compliance with zoning, building, or any other regulations of the city.
- Pursuant to California state law AB 1607 and Civil Code Section 51.6(g), the City is concurrently providing you with a notice regarding prohibitions on gender-based discrimination and related posting requirements for your business on the following pages.

*Thank you for doing business in the City of Escondido!*

FOLD OR DETACH HERE FOR DISPLAY

## BUSINESS LICENSE CERTIFICATE

This certificate is to be displayed at your place of business. It is issued without verification that the holder is subject to or exempt from licensing by the State of California. This certificate does not constitute a permit to operate a business in violation of any law or ordinance.

**Business License Number:** 207435

**Business Name:** Makelele Systems Landscape & Maintenance, Inc.  
**Business Location:** 420 N. Twin Oaks Valley Rd #2044  
San Marcos, CA 92079  
**Business Phone:** 7602088749  
**Owner/Officer:** Jose Cardenas  
**NPDES:**



## CITY OF ESCONDIDO

201 N Broadway  
Escondido, CA 92025  
(760) 839-4659

**Expiration Date:** 04/30/2026  
**NAICS#:** 561730 - Landscaping Services

**SIC#:** 0782 - Lawn and Garden Services

**Conditions/Remarks:**

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE



# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Paramount Exclusive Insurance Services, Inc. 15760 Ventura Blvd. Suite 500 Encino, CA 91436	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(818) 986-7283</b> FAX (A/C, No): <b>(818) 986-4949</b> E-MAIL ADDRESS: <b>service@paramountexclusiveins.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Homesite Insurance Company</b>	
<b>INSURER B : Infinity Select Insurance Co.      20260</b>	
<b>INSURER C : Kinsale Insurance Company      38920</b>	
<b>INSURER D : AmTrust Insurance Company</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BCGL01531900</b>	<b>3/12/2026</b>	<b>3/12/2027</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input checked="" type="checkbox"/> <b>S/R Ea. Occ. \$2,500</b>						MED EXP (Any one person) \$ <b>5,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	OTHER:						GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>50029830501</b>	<b>1/13/2026</b>	<b>1/13/2027</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
							\$
<b>C</b>	<input type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>		<b>01004361370</b>	<b>3/12/2026</b>	<b>3/12/2027</b>	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>						\$
<b>D</b>	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		<input checked="" type="checkbox"/>	<b>KWP1413121</b>	<b>9/25/2025</b>	<b>9/25/2026</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Escondido, its officials, officers, agents, employees, and volunteers are included when required by written contract/agreement as additional insureds. insured for ongoing and completed operations with primary non-contributory and waiver of subrogation language with respects to the General Liability and Workers Compensation. 30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>  CITY OF ESCONDIDO a California municipal corporation 201 N. Broadway Escondido, CA 92025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

Copy To	Policy ID Number	Expiration Date
Makelele Systems Landscape & Maintenance, Inc. PO Box 2044 San Marcos, CA 92079	<b>50029830501</b>	01/13/2027 12:01 a.m.
	Named Insured	
	Makelele Systems Landscape & Maintenance, Inc.	
	This endorsement is attached to and forms a part of the policy. No changes will be effective prior to the time changes are requested.	

**This endorsement amends the policy as follows. Please read it carefully.**

1. The definition of "**Insured**" is amended to include as an **insured** any person or organization which **you** are obligated by virtue of a written contract or agreement to add as an additional **insured**. Such person or organization is an additional **insured** only with respect to liability arising out of **your** ongoing operations performed for the additional **insured**. There is no coverage for acts or omissions of any additional **insured**, their agent(s), or their employee(s). A person's or organization's status as an additional **insured** under this endorsement ends when your operations for that additional **insured** are completed.
2. The additional **Insured(s)** shall not increase **our** limits of liability.
3. **We** will pay damages only if such damages arise out of acts of omission of:
  - a. **You**; or
  - b. Any other insured except an additional insured added under the terms of this endorsement. We will not pay damages when the damages are caused solely by a person or organization added as an additional insured under the terms of this endorsement, their agent(s), or their employee(s).

**All other terms, limits, conditions and provisions of the policy remain unchanged.**

**BLANKET WAIVER OF SUBROGATION ENDORSEMENT**

Copy To	Policy ID Number	Expiration Date
Makelele Systems Landscape & Maintenance, Inc. PO Box 2044 San Marcos, CA 92079	<b>50029830501</b>	01/13/2027 12:01 a.m.
	<b>Named Insured</b>	
	Makelele Systems Landscape & Maintenance, Inc.	
	This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.	

1. In return for **your** additional fee shown below, **we** agree that **our** rights of subrogation or rights of recovery under **your** policy will not apply against any person(s) or organization(s):

- a. For whom **you** are performing operations; and
- b. For whom **you** are obligated by virtue of a written contract or agreement to waive subrogation on **your** policy.

2. A person's or organization's waiver of subrogation status under this endorsement ends when **your** operations for that person(s) or organization(s) are completed.

Additional fee in the amount of **\$160.00** will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other terms, and conditions of this policy remain unchanged.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 06**  
**(Ed. 04-84)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective	9/26/2025	Policy No.	KWP1413121	Endorsement No.	1
Insured	Makelele Systems Landscape & Maintenance, Inc.			Premium \$	85,716
Insurance Company	AmTrust Insurance Company				

Countersigned by \_\_\_\_\_

POLICY NUMBER: BCGL015319-00  
NAMED INSURED: Makelele Systems Landscape & Maintenance, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> Click or tap here to enter text.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: BCGL015319-00

COMMERCIAL GENERAL LIABILITY  
 CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Those person(s) or organization(s) with whom you have agreed, in a written contract or agreement executed prior to the start of your work on the applicable project, that such person(s) or organization(s) be added as an additional insured on your policy.	Locations as required and specified in a written contract or agreement executed prior to the start of your work on the applicable project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment injury or damage arises has been put to its project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the furnished in connection with such work, on the intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: BCGL015319-00

COMMERCIAL GENERAL LIABILITY  
 CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Those person(s) or organization(s) with whom you have agreed, in a written contract or agreement executed prior to the start of your work on the applicable project, that such person(s) or organization(s) be added as an additional insured on your policy.	Locations as required and specified in a written contract or agreement executed prior to the start of your work on the applicable project.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**Policy Number : BCGL015319-00**

**Named Insured : Makelele Systems Landscape & Maintenance, Inc.**

**Insurer : Homesite Insurance Company (NAIC 17221) (A Surplus Lines Insurance Carrier, A.M. Best Rated A XV)**

**Endorsement Effective Date : 03/12/2026**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSUREDS – OTHER TERMS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Primary and Non-Contributory

Solely with respect to coverage for any additional insureds under this Policy, this insurance is primary to and will not seek contribution from any other insurance available to any such additional insured provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### B. Waiver of Subrogation

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against any additional insureds afforded coverage by this endorsement because of any payment we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to a loss.

#### C. Coverage Period

The coverage provided to any additional insured under this Policy, including any additional insured for "bodily injury" or "property damage" included in the "products-completed operations hazard," does not apply beyond the earlier of the following:

1. The period of time required by the written contract or written agreement; or
2. The expiration or termination date of this policy.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations or any Schedule attached to this Policy.

All other terms and conditions of this Policy remain unchanged.

Kinsale Insurance Company  
 2025 Staples Mill Road, Suite 100  
 Richmond, VA 23230

## COMMERCIAL EXCESS LIABILITY DECLARATIONS

**Policy Number:** 0100436137-0  
**Producer Number:** 32802  
**Name and Address:** XPT Partners, LLC - Woodland Hills, CA  
 6300 Canoga Avenue, #910  
 Woodland Hills, CA 91367

<b>NAMED INSURED:</b>	Makelele Systems Landscape Maintenance Inc
<b>MAILING ADDRESS:</b>	Po Box 2044 San Marcos, CA 92079
<b>POLICY PERIOD:</b>	FROM 03/12/2026 TO 03/12/2027 at 12:01 AM at the address of the named insured as shown above.

<b>1. LIMITS OF INSURANCE</b>	
Each Occurrence:	\$2,000,000
Annual Aggregate:	\$2,000,000

<b>2. SCHEDULE OF UNDERLYING INSURANCE</b>	
Schedule of Underlying Insurance:	Refer to CAX1001, SCHEDULE OF UNDERLYING INSURANCE

<b>3. PREMIUM</b>	
Total Premium (Deposit Premium):	\$3,815
Company Fee:	\$250
Total Payable at Inception:	\$4,065

<b>4. DESCRIPTION OF BUSINESS</b>	
<b>DESCRIPTION OF OPERATIONS:</b>	Landscape Contractor
Business Type:	Corporation

<b>5. FORMS AND ENDORSEMENTS</b>	
Refer to ADF4001, SCHEDULE OF FORMS	

<b>6. AUDIT</b>			
Policy Subject To Audit:	Y	Audit Period:	Annual

Surplus Lines Tax \$ 121.95  
 Stamping Fee \$ 7.32  
 Total \$ 4,194.27

## NOTICE - WHERE TO REPORT A CLAIM

It is important that losses, claims, or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims, or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, online, fax, or U.S. mail.

**By E-mail:**

Newclaimnotices@kinsaleins.com

**Online:**

<https://claims.kinsaleins.com>

**By FAX:**

1-804-482-2762, Attention Claims Department

or

**By Mail:**

Claims Department  
Kinsale Insurance Company  
P. O. Box 17008  
Richmond, Virginia 23226

**Street Address:**

Claims Department  
Kinsale Insurance Company  
2025 Staples Mill Road, Suite 100  
Richmond, Virginia 23230

### SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

- CAX1000-0521 - Commercial Excess Liability Declarations
- ADF9013-1125 - Notice - Where to Report a Claim
- ADF4001-0110 - Schedule of Forms
- CAX1001-0224 - Schedule of Underlying Insurance
- CAX0001-0817 - Commercial Excess Liability Policy
- ADF2000-0622 - Policy Amendment - Extrinsic Evidence
- CAX2001-0721 - Conditions - Premium Audit
- CAX4011-0510 - Limitation- Independent Contractors
- CAX4014-1211 - Non-Drop Down Provision
- CAX4020-1120 - Limitation - Underground Facility
- CAX4023-1121 - Additional Policy Provisions - Premium - Scheduled Minimum And Deposit
- CAX4028-0524 - Excess Basis of Premium
- ADF3001-0110 - Exclusion - Tainted Drywall
- ADF3002-0110 - Exclusion - Terrorism
- ADF3003-0525 - Exclusion - Absolute Pollution and Pollution Related Liability
- ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
- CAX3006-1219 - Exclusion- Dedicated Insurance Programs
- CAX3012-0619 - Exclusion - Prior Work
- CAX3015-0422 - Exclusion- New York
- CAX3016-0820 - Exclusion - EIFS (Exterior Insulation And Finish Systems)
- CAX3017-1025 - Limitation - Logging and Lumbering
- CAX3019-0110 - Exclusion- Named Insured vs. Named Insured
- CAX3032-0110 - Exclusion- Injury to Independent Contractors
- CAX3042-0623 - Absolute Exclusion - Auto
- CAX3045-0110 - Exclusion- Punitive Damages
- CAX3052-0623 - Exclusion - Professional Liability
- CAX3058-0121 - Exclusion- Residential Housing
- CAX3062-0610 - Exclusion - Colorado
- CAX3065-0912 - Exclusion - West Virginia
- CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
- CAX3080-0416 - Exclusion - Highway or Bridge Work
- CAX3083-0416 - Exclusion - Snow or Ice Treatment and Removal
- CAX3088-0623 - Exclusion - Fire or Fire-Related Injury or Damage
- CAX3107-0524 - Exclusion - Pathogen and Related Hazards
- CAX3111-0923 - Exclusion - Traffic Control
- CAX3163-0625 - Exclusion - Chemicals or Precursors
- CAX3177-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
- CAX3204-0124 - Exclusion - Missouri
- CAX5001-0420 - Additional Insured As Required By Written Contract
- ADF9004-0110 - Signature Endorsement
- ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

### SCHEDULE OF UNDERLYING INSURANCE

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

<b>PRIMARY INSURANCE:</b>			
<b>Policy Type: General Liability</b>			
Issuing Company:	Homesite Insurance Company	Limits of Insurance:	
Policy Number:	BCGL015319-00	Each Occurrence/Claim:	\$1,000,000
Policy Dates:	03/12/2026 - 03/12/2027	General Aggregate:	\$2,000,000
Coverage Form:	Occurrence	Products/Completed Operations Aggregate:	\$2,000,000
Retroactive Date:	N/A	Personal and Advertising Injury Limit:	\$1,000,000
	(claims made policy only)		

## COMMERCIAL EXCESS LIABILITY POLICY

### PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is covered and not covered. Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an insured under the "underlying insurance". The words "we" and "us" refer to the Company shown in the Declarations. Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION II--DEFINITIONS**.

#### SECTION I- COVERAGE

##### A. INSURING AGREEMENT

We will pay on behalf of the Named Insured those sums in excess of the "underlying insurance" that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the "underlying insurance(s)", but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the "primary insurance" and of any other "underlying insurance" only to the extent coverage is further limited or restricted by the terms and conditions of such other "underlying insurance"; subject always to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the "underlying insurance" conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not, in any event, provide broader coverage than that provided by the "underlying insurance".

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 1** of the Declarations.

##### B. DEFENSE, INVESTIGATION, SETTLEMENT

1. When the Limit of Insurance of "underlying insurance" have not been exhausted, the Company will have the right but not the duty to participate in the investigation, defense and settlement of claims or suits against you seeking damages because of injury or damage to which this insurance might apply. If a claim or suit is settled within the limits of insurance of the "underlying insurance(s)", no costs will be payable by the Company.
2. When the Limit of Insurance of "underlying insurance" are exhausted by payments of judgments, settlements, and any costs or expenses subject to such limit, we will have a duty to defend claims or suits to which this insurance applies. We may, at our discretion, investigate and settle any claims or suits however we will have no duty to defend an insured against any claim or suit seeking damages to which this insurance does not apply. No other duty, obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for elsewhere in this policy.
3. Subject to the above provisions, costs incurred by you without the written consent of the Company shall be paid by you.
4. When we assume the defense of any claim or suit against you that seeks damages covered by this policy, we will pay all costs to the extent that such payments are not covered elsewhere.

5. If the "primary insurance" includes defense costs and expenses within the limits of insurance of those policy(ies), then any such payments we make are included within and will reduce the Limits of Insurance of this policy as shown in **Item 1** of the Declarations.
6. We will have no duty to investigate, defend or settle claims or suits brought against you once the Limits of Insurance of this policy as stated in **Item 1** of the Declarations are exhausted, or if claims or suits brought against you are excluded from coverage under this policy.

## SECTION II- DEFINITIONS

1. "Primary insurance" means the "underlying insurance" policy(ies) listed as "primary insurance" in the Schedule of Underlying Insurance forming a part of this policy.
2. "Underlying insurance(s)" - means:

All policies or self insurance, including the "primary insurance", listed in the Schedule of Underlying Insurance and any replacements or renewals of them, provided that such replacement or renewal policy(ies) provide coverage equivalent to and afford limits of insurance equal to or greater than the policy(ies) being renewed or replaced.

Policies purchased or issued for newly acquired or newly formed organizations shall not be more restrictive than any of the policies included in the Schedule of Underlying Insurance.

If any "underlying insurance" is subject to a sublimit, this insurance shall not drop down as excess of such sublimit, however, the limit of insurance of the "underlying insurance" shall be recognized as depleted to the extent of the underlying insurer's payment of loss subject to such sublimit.

## SECTION III- EXCLUSIONS

All exclusions in the "underlying insurance", will also apply to the Limits of Insurance and coverages available under this policy. If there are conflicts in the exclusions of the "underlying insurance" with any of the exclusions of this policy, the exclusions in this policy will apply.

1. **Uninsured Motorists, Underinsured Motorists and No Fault**

This insurance does not apply to any liability, loss and/or damage, expense, costs, or defense arising out of any:

- a. Uninsured or Underinsured Motorist law; or
- b. No Fault Law, Automobile Medical Payments Coverage or similar act or law; or
- c. Any automobile accident reparation law.

2. **Lead, Asbestos, Silica, Erionite**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving asbestos, lead, silica or erionite, including any expenses or any obligations to share damages with or repay anyone else who must pay damages from asbestos, lead, silica or erionite.

This exclusion applies to:

- a. Any injury or damages of any type arising out of the inhalation, ingestion, exposure to, absorption of, or toxic substance from asbestos, lead, silica or erionite in any form or from any goods, products or structures containing same;
- b. The existence of asbestos, lead, silica or erionite in any form in occupancy or construction or the manufacture, sale, transportation, handling, storage, disposal, removal or degradation of same or goods or products containing asbestos, lead, silica or erionite;
- c. Any hiring, placement, supervision, training, retention, act, error or omission; or
- d. Any recommendations, requests or warnings, or, advice given or that should have been given, as well as any costs, including but not limited to abatement, mitigation, degradation, removal, containment, treatment, detoxification, neutralization or disposal of same or in any way respond to or assess the effects of asbestos, lead, silica or erionite.

**3. Discrimination**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving discrimination of any kind, whether actual or alleged, nor to any expenses or obligation to share damages with or repay another who must pay damages from discrimination.

**4. Employment Practices**

This insurance does not apply to liability for employment-related practices, regardless of allegations, nor to any expenses nor to any obligation to share damages with or repay anyone else who must pay damages from same including but not limited to:

- a. Refusal to employ or termination of employment;
- b. Discrimination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment in any form, humiliation or other employment related practices, policies, acts or omissions;
- c. Consequential injury as a result of a. or b. above.

**5. Classification Limitation**

This insurance applies only to the operations that are described in the DESCRIPTION OF OPERATIONS shown on the Declarations page of this policy.

**6. Duty To Defend**

Where there is no coverage under this policy, there is no duty to defend.

**7. Professional Liability**

This insurance does not apply to professional liability, malpractice, errors, or omissions or acts of any type including rendering or failure to render any type of professional service nor to any expenses or any obligation to share damages with or repay anyone else who must pay damages from same, unless such Professional Liability coverage is specifically endorsed onto this policy or included as "underlying insurance".

**8. Fiduciary**

This insurance does not apply to any claim or suit arising directly from or indirectly out of, related to, or, in any way involving:

- a. Coercion, conversion or misappropriation of the funds or property of others;
- b. Dishonest, fraudulent, criminal or malicious acts or omissions of the insured, or any partner or employee or any person for whom you are legally responsible; or
- c. Activities or operations performed in the capacity of a fiduciary.

**9. War**

This insurance does not apply to any claim or suit for any injury or damage, arising directly or indirectly out of, related to, or, in any way involving:

- a. Hostile or warlike action in time of peace or war, including any action in hindering, combating or defending against an actual impending or expected attack by:
  - 1) Any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
  - 2) Military or naval or air forces, or
  - 3) An agent of 1) or 2) above, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion, or biological, chemical or radiological discharge shall be conclusively presumed to be such hostile or warlike action by such a government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

**10. Prior Injury or Damage**

This insurance does not apply to injury or damage which begins or takes place before the inception date of this policy, regardless of whether or not such injury or damage is known to any insured; provided that when "primary insurance" applies on a claims-made basis, this insurance does not apply to injury or damage which begins or takes place before the retroactive date of this policy. If the retroactive date of this policy differs from that of any "underlying insurance", the retroactive date of this policy shall apply. This exclusion shall apply even though the nature and extent of such damage or injury may change and even though the damage or injury may be continuous, progressive, cumulative, changing or evolving, and even though the occurrence causing such injury or damage may be or may involve a continuous or repeated exposure to substantially the same general harm or condition.

If you are a contractor, builder or developer the following also applies:

All property damage to units of or within a single project or development and arising from the same general type of harm or condition, shall be deemed to occur at the time of damage to the first such unit, even though the existence, nature and extent of such damage may change and even though the occurrence causing such property damage may be or involve a continuous or repeated exposure to substantially the same general harm or condition which also continues or takes place (in the case of repeated exposure to the substantially the same general harm or condition) during the policy period of this policy.

**11. Sublimited Coverages**

This insurance does not apply to liability arising out of any coverages shown in the Schedule of Underlying Insurance that have limits lower than the per occurrence or per claim limit, or the aggregate limits shown for that particular scheduled "underlying insurance".

This exclusion applies regardless of the limits of insurance of the "underlying insurance" and whether or not those limits of insurance are part of, in addition to, or, separate from the limits of insurance of the "underlying insurance".

**12. ERISA**

This insurance does not apply to any liability arising out of the Employee Retirement Income Security Act of 1974 (ERISA) including any amendments thereto or any similar state, statutory or common law.

**13. Occupational Disease**

- a. Any injury to any insured's employee(s) arising from an "occupational disease(s)"; or
- b. Any injury to any person or any claims by any person that they sustained injury or the fear of sustaining injury arising out of any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

"Occupational disease(s)" means any physical or mental disease, condition or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption or exposure to any environmental, chemical or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

**14. Property in the Care, Custody or Control of Insured**

Property damage to property in the care, custody or control of any insured or the employee(s) of any insured, over which the insured or any of the insured's employees are for any purpose, exercising physical control.

**15. Fungi and Bacteria**

Bodily injury or property damage that in any way, in whole or in part, arises out of, relates to or results from:

- a. Actual, alleged or threatened exposure to, consumption of, ingestion of, inhalation of, absorption of, existence of or presence of "fungi or bacteria" in any manner or form whatsoever;
- b. The actual or alleged failure to warn, advise or instruct related to "fungi or bacteria" in any manner or form whatsoever;
- c. The actual or alleged failure to prevent exposure to "fungi or bacteria" in any manner or form whatsoever; or
- d. The actual or alleged presence of "fungi or bacteria" in any manner or form whatsoever, in any place whatsoever, whether or not within a facility owned or used by the Named Insured, including the contents of such facility.

This exclusion includes, but is not limited to, compliance with any request, demand, order, or statutory or regulatory requirement, or any other action authorized or required by law, or any other claim, demand, loss, cost, or expense arising out of, relating to or resulting from the investigation of, abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of "fungi or bacteria", as well as any loss, costs, fees, expenses, penalties, judgments, fines, or sanctions arising out of, relating thereto or resulting from "fungi or bacteria".

This exclusion does not apply to any "fungi or bacteria" that are intended to be on or contained in food or beverages intended for consumption.

As used in this exclusion, "fungi or bacteria" include, without limitation, mold, mildew, yeast, spores, mycotoxins, endotoxins, or other pathogens, as well as any particulates or byproducts of any of the foregoing, either directly or indirectly.

**SECTION IV- LIMITS OF INSURANCE**

Regardless of the number of insureds under this policy, persons or organizations who sustain injury or damage or claims made or suits brought, the Company's liability is limited as follows:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the “underlying insurance” have been exhausted solely as a result of actual payment of claims for damages by the underlying insurer(s) including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim.
2. The Limit of Insurance shown in **Item 1** of the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or event.
3. The Limit of Insurance shown in **Item 1** of the Declarations as the Annual Aggregate is the most we will pay for all damages.
4. If the applicable aggregate Limit of Insurance has been reduced by payments of claims or expenses to an amount that is less than the Occurrence limit stated in the Declarations, the remaining aggregate limit of insurance is the most that will be available for payment of damages arising out of any other occurrence.
5. The Limits of Insurance of this policy apply to the entire policy period shown in the Declarations. If this policy is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding policy period for the purposes of determining the Limit of Insurance.

## SECTION V- CONDITIONS

If any conditions of the “underlying insurance” conflicts with any conditions of this policy, the conditions of this policy will apply:

### 1. Maintenance of Underlying Insurance

You will maintain the “underlying insurance” in full force and effect during the term of this policy, and agree to inform us within 30 days of any replacement or material change to that “underlying insurance” by the same or any other company.

Even if you do not maintain the “underlying insurance” in full force and effect or if you fail to meet all conditions, terms and warranties of such “underlying insurance”, this policy will apply as if those policies were available and collectible.

The aggregate limits of the “underlying insurance” shall be unimpaired at the effective date of this policy and:

- a. If “underlying insurance” applies on an occurrence basis, for the purpose of the insurance provided by this policy, only occurrences taking place during the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits; or
- b. If “underlying insurance” applies on a claims-made basis, for the purpose of the insurance provided by this policy, only injury or damage taking place after the retroactive date shown in the Declarations of this policy and before the end of the policy period of this policy shall be considered in determining the extent of any exhaustion of the underlying aggregate limits.

Even if replacement policies provide coverage with limits of insurance that are less than those indicated in the “underlying insurance” this policy will apply as if the terms, conditions and limits of the original “underlying insurance(s)” were still available and collectible, except insofar as this policy has been endorsed in writing to reflect such changes in the “underlying insurance”.

Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable under this policy only to the extent that we would have been liable if you complied.

For the purposes of this policy, if the limit of insurance of any "underlying insurance" is not paid or collectible because of:

- a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance";
- b. Any defense which the underlying insurer may assert; or
- c. The inability or failure for any reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply (and amounts payable hereunder shall be determined) as if such "underlying insurance" was available and collectible.

No statement contained in this condition limits our right to cancel or not renew this policy.

## 2. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent, or any other basis, except any other insurance written specifically to be excess over this policy.

## 3. Duties in the Event of an Occurrence, Claim or Suit

You must see to it that we are notified as soon as practicable of an occurrence that may result in a claim for damages or suit under this policy. To the extent possible, notice should include:

- a. How, when and where the occurrence took place;
- b. The names, addresses, or any injured persons and any witnesses; and
- c. The nature and location of any injury or damage arising out of the occurrence.

If a claim is made, or suit is brought against you, which is reasonably likely to involve this policy, you must notify us in writing. Written notice should be mailed to the Company at the address shown on the Declarations page of this policy. You and any other insured must:

- a. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit; and
- b. authorize us to obtain records and other information; and
- c. cooperate with us in the investigation, settlement and defense of the claim or suit; and
- d. assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of injury or damage to which this policy may apply.

Except at your own cost, you will not voluntarily make payment, assume any obligation or incur any expense without our consent.

## 4. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent. If you die or are legally incapacitated, bankrupt or insolvent, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. In any event, Notice of Cancellation sent to the first Named Insured as shown in the Declarations, and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

## 5. Territory

This insurance applies to occurrences that take place in the coverage territory as it is described below:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - 1) Goods or products made or sold by you in the territory described in a. above;
  - 2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - 3) Personal and advertising injury offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a suit on the merits, in the territory described in a. above.

#### 6. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - 1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
  - 2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any refund due subject to the minimum earned premium provisions of the policy. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

#### 7. Non-Renewal

- a. If we elect not to renew this policy we shall mail written notice to the first Named Insured at the address shown in the declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the policy period.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 8. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### 9. Representations

By accepting this policy, you agree that the statements in the Declarations are accurate and complete; those statements are based upon representations you made to us; and we have issued this policy in reliance upon your representations.

#### 10. Terms, Conditions And Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay. On each renewal, continuation or anniversary of the effective date

of the policy or on an annual basis, the Company will determine the rate and premium and may amend the terms and conditions of the policy in accordance with the rates and rules then in effect.

#### **11. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### **12. Service Of Suit**

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada and will comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and practice of such court.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee is authorized and directed to accept service of process and will enter a general appearance on behalf of the Company in any such suit.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

#### **13. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

#### **14. Legal Action Against Us**

No one may bring a legal action against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the insured of the occurrence which gives rise to the claim, provided however, that if by the laws of the state within which this Policy is issued, such limitation is invalid then any such claims shall be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance.

#### **15. Binding Arbitration**

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this policy, including whether an entity or person is a Named Insured, an insured, an additional insured or the effect of any applicable statutes or common

law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

#### **Nuclear Energy Liability Exclusion**

1. The insurance does not apply:
  - A. Under any Liability Coverage, to bodily injury or property damage:
    - (1) With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Liability Coverage, to bodily injury or property damage resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The bodily injury or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this provision:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY AMENDMENT - EXTRINSIC EVIDENCE**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**ALL COVERAGE FORMS**

Notwithstanding any provision of this Policy to the contrary, all Insuring Agreements in all Coverage Forms, Coverage Sections, Coverage Parts, or endorsements included in this Policy are amended by adding the following:

Our right and duty to defend or indemnify the insured against any claim or suit will be determined by review of the facts and allegations pleaded and the terms of this Policy, and we may look to and consider extrinsic evidence outside of the allegations, facts pleaded, or any combination thereof by any claimant to determine whether we owe a duty to defend or indemnify against any such claim or suit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONS - PREMIUM AUDIT**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

**SCHEDULE**

<b>Rating Base:</b>	<b>Rate:</b>	<b>Premium Basis:</b>
\$900,000 Gross Sales	\$4.23	per \$1,000 Gross Sales

The following is added to this Policy:

**Premium Audit**

- a. We will compute all premiums for this Policy in accordance with our rules and rates.
- b. Premium for this Policy, shown on the Declarations page, is a deposit premium only and will be credited toward the final earned premium calculated by premium audit and due at the end of the policy period.
  - (1) At the close of each audit period, or any part thereof, terminating at the end of the policy period or upon cancellation, if applicable, we may conduct an audit of your books and records to determine the actual earned premium for the policy period. Such premium amount will be calculated in accordance with the Premium Basis shown in the Schedule above.
  - (2) If the total earned premium calculated for that period is greater than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Declarations page, the additional premium owed based upon such premium audit calculation is due upon notice to the first Named Insured.
  - (3) If the total earned premium calculated for that period is less than the TOTAL PREMIUM (DEPOSIT PREMIUM) paid, as indicated on the Declarations page, we will retain no less than the Minimum and Deposit Premium, as described in the Additional Policy Provisions – Premium endorsement attached to this Policy.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Failure to provide such records upon request will be deemed a breach of Policy Conditions, which may subject this Policy, as well as any other policies issued to you, to cancellation. We have the right, but not the obligation to conduct an audit of records needed for premium computation after the expiration of this Policy. Audits may be conducted physically, remotely or by any other means we may choose.
- d. We will make no less than two attempts to contact you directly to conduct an audit and at least one attempt to contact your agent or broker of record for assistance should direct contact efforts fail. These attempts will occur over a span of no less than two calendar weeks. Any refusal or failure by you: a) to maintain or provide needed records or b) to allow us to conduct an audit of needed records will result in:
  - (1) Our developing and calculating a final audit premium based on information available to us and without your cooperation and assistance; or

(2) The assessment of an Audit Noncompliance Charge, if applicable to this Policy.

If final premium audits calculated without your cooperation and assistance result in additional premium owed to us, you are obligated and agree to pay such additional premium.

You may dispute such final premium audit results or the assessment of an Audit Noncompliance Charge, but only if you provide notice and explanation of your dispute to us, in writing, and your written notice includes verifiable documentation that supports your dispute and allows for premium computation.

Refusal or failure to provide written notice of your dispute along with verifiable documentation supporting your dispute and allowing for premium computation will indicate to us your agreement with the audit results.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION- INDEPENDENT CONTRACTORS**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage or other injury or damage arising directly or indirectly out of, related to, or, in any way involving acts of independent contractors or subcontractors contracted by you or on your behalf unless at the time the bodily injury, property damage or other injury or damage occurs:

1. The independent contractor or subcontractor contracted by you or on your behalf:
  - a. Maintains insurance coverage with limits of insurance equal to or greater than the insurance coverage and limits of insurance provided by the General Liability Policy scheduled as "primary insurance"; and
  - b. Provides you with an endorsement or certificate of insurance indicating that you have been added to the independent contractor's or subcontractor's general liability policy as an Additional Insured; and
  - c. Provides you with an endorsement or certificate indicating that the independent contractor's or subcontractor's general liability insurance company has agreed to provide a Waiver of Subrogation endorsement in your favor; and
2. The contracts with the independent contractor or subcontractor you have hired contain hold harmless and indemnity agreements in your favor, indemnifying you against any losses or expenses arising from or related to work performed for you or on your behalf by such independent contractor or subcontractor.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NON-DROP DOWN PROVISION**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

Item 1. of **SECTION IV- LIMITS OF INSURANCE** is deleted and replaced with the following:

1. The Limit of Insurance under this policy applies only when the total applicable limits of the "underlying insurance" have been exhausted solely as a result of the actual payment of claims for damages by the underlying insurer(s) for claims that are covered under this policy, including if applicable actual payments by the underlying insurer(s) of any costs or expenses incurred in the investigation or defense of any claim covered under this policy. It shall be the insured's sole responsibility to provide other insurance or self-insurance for any impairment of the underlying aggregate limit as a result of payments of claims for damages excluded under this policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION - UNDERGROUND FACILITY**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage or “underground property damage” arising directly or indirectly out of, related to, or in any way involving any failure by you, or others working on your behalf, to:

- (1) Take “appropriate” steps to locate, identify, or mark the location of any “underground facility” in advance of any job or work commencing;
- (2) Take “appropriate” steps to relocate, re-identify, or re-mark the location of any “underground facility” during the course of any job or work, as needed or required by statute or regulation; or
- (3) Use “appropriate” methods of digging, excavating, grading, drilling, burrowing, boring, pile driving, or any other means of removing earth as required by statute or regulation.

For purposes of this exclusion, the following definitions apply:

"Underground property damage" means property damage to an "underground facility" including any resulting property damage to any other property, caused by digging, grading land, paving, excavating, drilling, burrowing, filling, back-filling, horizontal boring or pile driving.

"Appropriate" means actions normally taken or used in the job site jurisdiction before or during any job or work in order to prevent or protect from damage to “underground facilities”, including those actions, steps, or methods required by statute or regulation. This includes, without limitation, any painting, flagging, staking, or mapping of “underground facilities”, potholing or daylighting, hand digging, soft digging, vacuum excavation methods, or any other similar procedure or action required by any statute or regulation applicable in the area in which the job is occurring.

"Underground facility" means any item located below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, television, fiber optic, digital, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances and including but not limited to pipes, sewers, conduits, mains, cables, valves, lines, wires, tanks, tunnels, manholes, attachments and any other similar property, and any apparatus used with them beneath the surface of the ground or water.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL POLICY PROVISIONS - PREMIUM - SCHEDULED MINIMUM AND DEPOSIT**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE**

**SCHEDULE**

<b>A.</b>	<b>Minimum and Deposit Premium:</b>	100%
<b>B.</b>	<b>Percentage of Premium retained (Minimum Earned Premium):</b>	25%

This endorsement sets forth the **Minimum Earned Premium** and **Minimum and Deposit Premium** provisions for this Policy, calculated as follows:

1. The **Minimum and Deposit Premium** for this Policy is shown in item **A.** of the Schedule above and is a percentage of the TOTAL PREMIUM (DEPOSIT PREMIUM) shown on the Declarations page, plus any premium adjustments by endorsement and any additional premium calculated as a result of any premium audit, if applicable.
2. Audits that indicate a return premium will not reduce the **Minimum and Deposit Premium** described in Paragraph 1. above.
3. If you cancel this Policy and:
  - a. The Policy **is not** subject to audit, the return premium will be 90% of the unearned premium. However, in no event will we retain less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in item **B.** of the Schedule above by the **Minimum and Deposit Premium** described in Paragraph 1. above.
  - b. The Policy **is** subject to audit, the earned premium will be determined by final audit. However, in no event will such earned premium be less than the **Minimum Earned Premium**, calculated by multiplying the percentage shown in item **B.** of the Schedule above by the **Minimum and Deposit Premium** described in Paragraph 1. above.
4. If we cancel the Policy for any reason, other than nonpayment of premium, you will be returned the full amount of unearned premium, as determined by premium audit and without any **Minimum Earned Premium** retention as described in **B.** of the Schedule above.

Provided that, if any Audit Noncompliance Charge has been imposed on this Policy and any charge computed as a result is owed, unearned premium will be calculated after deducting such charge due to us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCESS BASIS OF PREMIUM**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

The basis used for determining the premium charge is indicated in the **Premium Audit** condition of this Policy. The definition of each basis of premium is as follows:

**A. Acres**

The total amount of acreage at the insured premises.  
 The rates apply per acre.

**B. Admissions**

The total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.  
 The rates apply per 1,000 admissions.

**C. Area**

The total number of square feet of floor space at the insured premises, computed as follows:

1. For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements but do not use the area of the following:
  - a. Courts and mezzanine types of floor openings.
  - b. Portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment.
2. For tenants, determine the area they occupy in the same manner as for entire buildings.
3. The rates apply per 1,000 square feet of area.

**D. Each**

This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the classification footnotes, such as "per person".

**E. Flat Charge**

A fixed non-variable amount.

**F. Gross Domestic Sales**

1. Definition

The Named Insured's total amount of sales, without any adjustment for expenses and utilizing the accrual basis accounting method, inclusive of sales from concessionaires of the Named Insured and others trading under the insured's name, for:

- a. All goods or products, sold or distributed in the United States;
- b. Grant revenue arising out of operations within the United States;
- c. Royalties arising out of operations within the United States, unless otherwise noted in Paragraph 3.e. below;
- d. Operations performing during the policy period in the United States;
- e. Rentals within the United States; and
- f. Dues or fees arising out of operations within the United States.

2. Inclusions

The following items shall be included when determining gross domestic sales:

- a. Freight allowance to customers;
- b. Per diem or travel reimbursement;
- c. Total sales of consigned goods and warehouse receipts;
- d. Pass-through sales;
- e. Discounts of any kind, unless otherwise noted in Paragraph 3. below;
- f. Income from reimbursable expenses;
- g. Bad debts;
- h. Repossession of items sold on installments (amount actually collected);
- i. To the extent that coverage is provided by this Policy, foreign sales;
- j. Sales attributable to business activities with other companies or individuals that have provided evidence of their own insurance; and
- k. Rebates paid.

3. Exclusions

The following items shall be deducted when determining gross domestic sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customer's invoice;
- e. Royalty income from patent rights or copyrights which are not product sales;
- f. Rental receipts for products liability coverage only;
- g. Intercompany sales between companies included on this Policy as Named Insureds;
- h. Sales derived from work performed under a wrap-up insurance program or Owner Controlled or Contractor Controlled Insurance Programs (OCIP or CCIP); and
- i. Rebates received.

4. Application

The rates apply per \$1,000 of Gross Domestic Sales.

**G. Gross Sales**

1. Definition

The Named Insured's total amount of sales, without any adjustment for expenses and utilizing the accrual basis accounting method, inclusive of sales from concessionaires of the Named Insured and others trading under the insured's name, for:

- a. All goods or products, sold or distributed;
- b. Operations performed during the policy period;
- c. Grant revenue;
- d. Royalties, unless otherwise noted in Paragraph 3.e. below;
- e. Rentals; and
- f. Dues or fees.

## 2. Inclusions

The following items shall be included when determining gross sales:

- a. Freight allowance to customers;
- b. Per diem or travel reimbursement;
- c. Total sales of consigned goods and warehouse receipts;
- d. Pass-through sales;
- e. Discounts of any kind, unless otherwise noted in Paragraph 3. below;
- f. Income from reimbursable expenses;
- g. Bad debts;
- h. Repossession of items sold on installments (amount actually collected);
- i. To the extent that coverage is provided by this Policy, foreign sales;
- j. Sales attributable to business activities with other companies or individuals that have provided evidence of their own insurance; and
- k. Rebates paid.

## 3. Exclusions

The following items shall be deducted when determining gross sales:

- a. Sales or excise taxes which are collected and submitted to a governmental division;
- b. Credits for repossessed merchandise and products returned. Allowances for damaged and spoiled goods;
- c. Finance charges for items sold on installments;
- d. Freight charges on sales if freight is charged as a separate item on customer's invoice;
- e. Royalty income from patent rights or copyrights which are not product sales;
- f. Rental receipts for products liability coverage only;
- g. Intercompany sales between companies included on this Policy as Named Insureds;
- h. Sales derived from work performed under a wrap-up insurance program or Owner Controlled or Contractor Controlled Insurance Program (OCIP or CCIP); and
- i. Rebates received.

## 4. Application

The rates apply per \$1,000 of Gross Sales.

### H. Net Sales

Net Sales means Gross Sales as defined in Paragraph G.1. above, including all defined inclusions and exclusions in Paragraphs G.2. and G.3. above, minus the expenses attributable to the costs of the goods sold or distributed by the Named Insured. Expenses attributable to the costs of the goods sold shall include the cost of the materials used in creating the goods and the direct labor costs used in producing the goods.

The rates apply per 1,000 of Net Sales.

### I. Payroll

#### 1. Definition

- a. Payroll means remuneration.
- b. Remuneration means money or substitutes for money.

2. Inclusions

Payroll includes the following items:

- a. Commissions;
- b. Bonuses;
- c. Extra pay for overtime work, except as provided in Paragraph H.4.;
- d. Pay for holidays, vacations or periods of sickness;
- e. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
- f. Payment to employees on any basis other than time worked, such as piecework, profit sharing or incentive plans;
- g. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
- h. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
- i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records;
- j. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
- k. The value of store certificates, merchandise, credits, or any other substitute for money received by employees as part of their pay;
- l. The payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment;
- m. The payroll of executive officers of a corporation and individual insureds and co-partners. For the purposes of payroll determination, managers of limited liability companies shall be considered executive officers and members of limited liability companies shall be considered co-partners;
  - 1) The executive officers of a corporation are those persons holding any of the officer positions created by the Named Insured's charter, constitution or by-laws or any other similar governing document.
  - 2) The payroll of all executive officers of a corporation and individual insureds or co-partners engaged principally in clerical operations or as salespersons, and officers and co-partners who are inactive for the entire policy period, shall not be included for premium purposes.
  - 3) For part-time or seasonal businesses, the payroll amounts may be reduced by 2 percent for each full calendar week in excess of twelve during which the risk performs no operations.
- n. The payroll of leased workers furnished to the Named Insured by a labor leasing firm.
  - 1) Premium on such payroll shall be based on the classifications and rates that would have applied if the leased workers had been the direct employees of the Named Insured. If payroll is unavailable, use 100% of the total cost of the contract for leased workers as the payroll of leased workers. The premium shall be charged on that amount as payroll.
  - 2) If investigation of a specific employee leasing contract discloses that a definite amount of the contract price represents payroll, such amount shall be considered payroll for premium computation purposes.
- o. Fees paid to employment agencies for temporary personnel provided to the insured.

3. Exclusions

- a. Tips and other gratuities received by employees;

- b. Payments by an employer to group insurance or group pension plans for employees, other than payments covered by Paragraph H.2.e.;
- c. The value of special rewards for individual invention or discovery;
- d. Dismissal or severance payments except for time worked or accrued vacation;
- e. The payroll of clerical office employees;
  - 1) Clerical office employees are those employees who work in an area which is physically separated by walls, floors or partitions from all other work areas of the insured and whose duties are strictly limited to keeping the insured's books or records or conducting correspondence, including any other employees engaged in clerical work in the same area.
- f. The payroll of salespersons, collectors or messengers who work principally away from the insured's premises;
  - 1) Salespersons, collectors or messengers are those employees engaged principally in any such duties away from the premises of the employer. This term does not apply to any employee whose duties include the delivery of any merchandise handled, treated or sold.
- g. The payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles;
- h. The payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity; and
- i. The payroll of draftsmen if their duties are limited to office work only and who are engaged strictly as draftsmen in such a manner that they are not exposed to the operative hazards of the business. The payroll of these draftsmen shall be assigned to the classification "Draftsmen" - Code 91805.

#### 4. Overtime

##### a. Definition

Overtime means those hours worked for which there is an increase in the rate of pay:

- 1) For work in any day or in any week in excess of the number of hours normally worked, or
- 2) For hours worked in excess of 8 hours in any day or 40 hours in any week, or
- 3) For work on Saturdays, Sundays or Holidays.

In the case of guaranteed wage agreements, overtime means only those hours worked in excess of the number specified in such agreement.

##### b. Exclusion of Overtime Payroll

The extra pay for overtime shall be excluded from the payroll on which premium is computed as indicated in b.1) or b.2), provided the insured's books and records are maintained to show overtime pay separately by employee and in summary by classification.

- 1) If the records show separately the extra pay earned for overtime, the entire extra pay shall be excluded.
- 2) If the records show the total pay earned for overtime (regular pay plus overtime pay) in one combined amount, 1/3 of this total pay shall be excluded. If double time is paid for overtime and the total pay for such overtime is recorded separately, 1/2 of the total pay for double time shall be excluded.

Exclusion of overtime pay does not apply to payroll assigned to the "Stevedoring" classifications.

#### 5. Application

The rates apply per \$1,000 of payroll.

#### J. Total Cost

The total cost of all work let or sublet in connection with each specific project including:

- 1. The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work, however, do not include the cost of finished equipment installed but not furnished by the subcontractor if the subcontractor does no other work on or in connection with such equipment; and
- 2. All fees, bonuses or commissions made, paid or due.

The rates apply per \$1,000 of Total Cost.

**K. Units**

A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.

**L. Gallons**

The total number of gallons of a liquid, plasma, gas or compressed gas sold or delivered.

The rates apply per 1,000 gallons.

**M. Tons**

The total tonnage of materials extracted, produced or handled by the insured, measured in imperial pounds.

The rates apply per 1,000 tons.

**N. MCFs (Thousand Cubic Feet)**

The number of MCFs of gas produced or handled by the insured.

The rates apply per 1,000 MCFs.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - TAINTED DRYWALL**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**ALL COVERAGE FORMS**

The following exclusion is added to this policy:

This insurance does not apply to and the Company shall have no obligation to defend, investigate or indemnify any insured for any injury or damages, including any claim or suit, arising out of, resulting from, caused or contributed to or by "tainted drywall", or, any expenses or any obligation to share damages with or repay anyone else who must pay damages from same in conjunction with occurrences arising or alleged to have arisen out of same, including but not limited to:

1. Any actual or alleged liability, loss, injury or damage of any kind including but not limited to "bodily injury," fear of "bodily injury", "property damage", "personal and advertising injury", "impairment of value", costs or expenses arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with the actual or alleged manufacture, creation, distribution, sale, resale, rebranding, transportation, storage, installation, repair, removal, disposal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to test for or failure to warn, advise of or disclose the presence of "tainted drywall", whether or not the "tainted drywall" is or was at any time and in any form, airborne, contained in any product or a component part of any product, carried on clothing or other items, inhaled, ingested, absorbed, transmitted in any fashion or found in any form whatsoever.
2. Any actual or alleged liability, loss, costs or expenses including but limited to any payment for investigation or defense, fines, penalties, interest arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with any:
  - a. Removal or clean up of any "tainted drywall" or any products or materials containing any "tainted drywall";
  - b. Actions to monitor, assess or evaluate the actual or alleged or threatened release of "tainted drywall" or any products or materials containing any "tainted drywall";
  - c. The disposal of any actual or alleged "tainted drywall" or the taking of any action necessary to prevent, minimize or mitigate any damages to the public health or welfare or to the environment;
  - d. The request, demand, order, governmental authority or directive or that of any private party or citizen action that any insured, or others, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of "tainted drywall";
  - e. Any litigation or administrative procedure in which any insured or others may be involved as a party in response to the effects or alleged effects of "tainted drywall";
  - f. Compliance with any laws or regulations regarding "tainted drywall";
  - g. Existence, storage, handling, or transportation of any "tainted drywall";

- h. Instructions, directions, supervision, recommendations, or warranties whether implied or express or the failure to provide such instructions, directions, supervision, recommendations or warranties;
  - i. Information, warnings or advice that was given or the failure to provide any information, warning or advice with respect to "tainted drywall"; or
  - j. Medical Monitoring.
3. Any obligation to share damages with, to pay, or, to reimburse and/or indemnify someone else in connection with items 1 or 2 above.

This exclusion applies regardless of whether:

- a. The actual or alleged damage was caused by any insured or those acting on behalf of any insured, including but not limited to any contractor or subcontractor providing work for any insured;
- b. Injury or damage claimed is included within the "products-completed operations hazard" of the policy;
- c. Whether or not the insured had any knowledge of the "tainted drywall"; or
- d. An alleged cause for the injury or damage is the insured's negligent hiring, placement, training, supervision, retention, act, error or omission.

The following terms are added to the **DEFINITIONS SECTION**:

"Tainted drywall" means any drywall, plasterboard, sheetrock or gypsum board or material used in the manufacture of and/or applied to the drywall, plasterboard, sheetrock or gypsum board which:

- a. Produces sulfuric odors, sulfuric acid or sulfuric gas, including but not limited to carbon disulfide, carbonyl sulfide, hydrogen sulfide, and strontium sulfide;
- b. Causes or contributes to the corrosion or oxidation of metal, including but limited to metal in pipes, wiring, heating, lighting, plumbing, ventilation or air conditioning systems;
- c. Causes or contributes to the corrosion or damage to any other property including but not limited to appliances, fixtures, electronic equipment, or any other furnishings; or
- d. Contains synthetic gypsum, fly ash or any other material derived from coal-fired power plants, or arsenic or any radioactive compounds.

"Impairment of value" means the actual or alleged diminution in value, reduction or devaluation or loss of use of tangible property whether or not physically injured, whether or not performed by you or on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - TERRORISM**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

**This endorsement modifies insurance provided under the following:**

**ALL COVERAGE FORMS**

This insurance does not apply to any loss, injury, claim or damage arising directly or indirectly out of or relating to:

1. Any act of "terrorism"; or
2. Any action authorized by a government authority or agency for the purpose of preventing or minimizing the consequences of any act or threat of "terrorism".

"Terrorism" means an activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:

1. Causes either:
  - a. Damage to property;
  - b. Injury to person(s); or
  - c. Loss of income or increased expense; and
2. Appears to be intended to:
  - a. Intimidate or coerce a civilian population;
  - b. Disrupt any segment of an economy;
  - c. Influence the policy of a government by intimidation or coercion;
  - d. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
  - e. Advance a political, religious or ideological cause; or
3. Involves the use, release, dispersal, discharge, escape or application of:
  - a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
  - b. Pathogenic or poisonous biological or chemical materials.

"Terrorism" also includes any incident determined to be such by any official, department or agency that has been specifically authorized by federal statute to make such a determination.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - ABSOLUTE POLLUTION AND POLLUTION RELATED LIABILITY**

Attached To and Forming Part of Policy 0100436137-0	Effective Date of Endorsement 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	Named Insured Makelele Systems Landscape Maintenance Inc
Additional Premium: \$0	Return Premium: \$0	

**This endorsement modifies insurance under the following:**

**ALL COVERAGE FORMS**

The following exclusion is added to this Policy. If this Policy already includes any Pollution or Pollution-related exclusion, all such exclusions are deleted and replaced by the following:

This insurance does not apply to any claim or "suit" for damages because of "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability of any kind, arising directly or indirectly out of, related to, including, or in any way involving the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, placement, or presence of any "pollutant", however caused, including, but not limited to, any:

1. Loss, cost, expense, fine, penalty, or damages arising out of any:
  - a. Request, demand, order, governmental authority or directive, or that of any private party or citizen action, that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any "pollutant"; or
  - b. Litigation or administrative procedure in which any insured or others may be involved as a party as a result of any actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, placement, or presence of any "pollutant" into or upon any land, premises, building, water course, body of water, aquifer, or ground water, or the atmosphere, whether sudden, accidental, or gradual in nature or not, and regardless of when.
2. Devaluation of property, or the taking, use, or acquisition of, or interference with the rights of others in or on property or air space, or any other type of injury or expense.

This exclusion applies regardless of fault or intent, regardless of the cause of action or theory of liability, regardless of whether any "pollutant" is the initial precipitating cause or is in any way a cause, in the chain of events, and regardless of whether any other actual or alleged cause other than a "pollutant" contributed concurrently, proximately, or in any other sequence to the "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, or legal liability.

The following definition is added to this Policy. If this Policy already includes a definition of "pollutants", such definition is deleted and replaced by the following:

"Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, odors, fibers, radiation, acid, alkalis, petroleums, chemicals, "waste", or other byproducts therefrom. "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.

When this Policy applies as excess over any "underlying insurance", any substance or material specifically identified as a "pollutant" in any applicable "underlying insurance" is added to this definition.

When Indiana or New Mexico law governs the interpretation of this Policy or is applied in a civil proceeding in which this insurance applies, the definition of "pollutants" is amended by adding the following:

The specific examples identified as "pollutants" include, but are not limited to, the following and their break down components: diesel, kerosene, and other fuel oils; gasoline, butane, propane, natural gas, and other fuels; brake fluid, transmission fluid, and other hydraulic fluids; ethylene glycol, methanol, ethanol, isopropyl alcohol, and propylene glycol, and other fuel, lubricant, and antifreeze additives; grease, tar, petroleum distillates, and other petroleum products; carbon monoxide, chlorine, and other exhaust gases; stoddard solvent, mineral spirits, and other solvents; chromium compounds; emulsions/emulsifiers; surfactants; viscosity reducing agents; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethyl ketone; n-butyl acetate; 2-butoxyethanol; 1,4-dioxane; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; 1,2,3 – TCP; adhesives; pesticides; insecticides; fungicides; rodenticides; herbicides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; perfluoroalkyl and polyfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorinated chemicals or perfluorochemicals (PFCs), C8, Teflon, GenX, fluorotelomers, perfluorooctanoate, perfluorocaprylic acid, pentadecafluorooctanoic acid, fluorosurfactants, perfluorooctanesulfonamide (PFOSA), perfluorononanoic acid (PFNA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorohexane sulfonic acid (PFHxS), perfluorobutanesulfonic acid, or perfluorobutane sulfonate (PFBS); any combustion product of coal, wood, or other fuel including, but not limited to, any resulting ash, fly ash, or other residue, such as any coal tar pitch, coal tar volatiles, benzo(a) pyrene, or other polynuclear aromatic hydrocarbons; farm waste materials or odors including, but not limited to, manure, urine, slurry, toxic algae, bedding, compost, or milk; pharmaceutical products including, but not limited to, steroids, antibiotics, vitamins, or supplements; fertilizers and soil amendments, including, but not limited to, nitrogen, phosphorus, or potassium and any storm water and irrigation runoff containing any such chemicals; disease causing pathogens such as salmonella, E. coli, Cryptosporidium, and fecal coliform; hydrogen sulfide; ammonia; methane gas; metals including, but not limited to, copper, zinc, chromium, arsenic, nickel, or cadmium and any metallic compounds containing any such metals; salts including, but not limited to, sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate, and nitrate; perchlorates; phthalates; and all substances specifically listed, identified, or described by one or more of the following references:

1. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances (1997 and all subsequent editions);
2. Agency for Toxic Substances and Disease Registry ToxFAQs™;
3. The Clean Air Act Amendments of 1990 List of Hazardous Air Pollutants;
4. U.S. Environmental Protection Agency Persistent, Bioaccumulative, and Toxic Chemical List;
5. Indiana Department of Environmental Management, Remediation Closure Guide, March 22, 2012 edition, Table A-6 Screening Level Summary Table – 2012;
6. Indiana Department of Environmental Management, 2025 Risk-Based Closure Guide, Table 1 and Table 2;
7. U.S. Environmental Protection Agency PFAS Master List of PFAS Substances, PFAS Structure List, PFAS Chemicals Without Explicit Structures List, and PFAS Research or Toxicity List;
8. 40 CFR Part 355 – Emergency Planning and Notification, Appendices A and B to Part 355 – The List of Extremely Hazardous Substances and Their Threshold Planning Quantities;
9. U.S. Environmental Protection Agency EMCI Chemical References Complete Index; or

10. Any addition or amendment to any of the above, or any other local, state, or federal statute, ordinance, regulation, law, or governmental agency publication that addresses similar substances, materials, constituents, derivatives, or degradative byproducts or additives.

Substances identified as examples above or by the referenced lists also include materials or substances to be disposed of, discarded, recycled, stored, reconditioned, or reclaimed.

This definition of "pollutants" applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal, or acoustic irritant or contaminant is in your product or in products used by or for you, is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - BIOMETRIC INFORMATION PRIVACY LAWS**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**ALL COVERAGE FORMS**

The following exclusion is added to this Policy:

**BIOMETRIC INFORMATION PRIVACY LAW EXCLUSION**

This insurance does not apply to and the Company shall have no obligation to defend or indemnify any insured for any injury or damage or legal liability of any kind, including any claim or suit, arising directly or indirectly out of, related to or, in any way involving any actual or alleged violation of the Illinois Biometric Information Privacy Act (BIPA) or any other state or federal law or regulation governing the collection, use, sale, transfer, storage, disposal, or destruction of biometric data, biometric information, or other personal identifying information or data, and including any amendment of or addition to such laws, or any regulation promulgated under or as a result of any such laws.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- DEDICATED INSURANCE PROGRAMS**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving either your ongoing operations or operations included within the "products-completed operations hazard" as it is defined in "underlying insurance", at any location or project where a "dedicated insurance program" has been provided by you or any other person or entity and in which you are enrolled.

This exclusion applies whether or not the "dedicated insurance program":

1. Provides coverage identical to that provided by this policy;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

This exclusion does not apply to injury or damage arising directly or indirectly out of, related to, or, in any way involving your ongoing operations for a project at locations other than the site at which the "dedicated insurance program" applies, if coverage for these operations is not provided in the "dedicated insurance program".

The following is added to the **DEFINITIONS** Section of this Policy:

"Dedicated insurance program" means consolidated (wrap-up) insurance program, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP) or other job or project specific policy.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - PRIOR WORK**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

<b>SCHEDULE</b>	
Prior Work Date:	03/12/2026 at 12:01 AM at the address of the Named Insured shown on the Declarations

The following exclusions are added to this policy:

1. This insurance does not apply to injury or damage arising out of "your work" performed:
  - a. Before the Prior Work Date shown in the above Schedule; or
  - b. After the expiration of the policy period; or
  - c. By any person whose business or assets you have acquired.
2. This insurance does not apply to injury or damage arising out of "your product" that was manufactured, sold, handled, distributed, furnished, abandoned or disposed of by:
  - a. You;
  - b. Others trading under your name; or
  - c. Any person whose business or assets you have acquired;
 before the Prior Work Date shown in the above Schedule or after the expiration of the policy period.
3. This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or, in any way involving damage to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

For purposes of this endorsement, the following definition is added to this policy:

"Products-completed operations hazard":

- a. Includes all injury or damage occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - i. When all of the work called for in your contract has been completed;
    - ii. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
    - iii. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project;
    - iv. The date the first notice of completion was filed on the first unit within a job site; or
    - v. The date escrow closed or title transferred on the first unit within a job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include injury or damage arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products completed operations are subject to the General Aggregate Limit.

It is agreed that the definitions of "your work" and "your product" in the "primary insurance" apply to this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- NEW YORK**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for bodily injury or property damage, or other injury or damage arising directly or indirectly out of, related to, or in any way involving any work performed in the state of New York by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - EIFS (EXTERIOR INSULATION AND FINISH SYSTEMS)**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to injury or damage arising directly or indirectly out of, related to, or, in any way involving the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" or any part thereof, is used on the part of that structure containing that component, fixture or feature.

The following definition is added to the **DEFINITIONS** Section of this Policy:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

It is agreed that the definitions of "your work" and "your product" in the "underlying insurance" apply to this endorsement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION - LOGGING AND LUMBERING**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or in any way involving any logging, lumbering, lumber harvesting, or other forestry operation performed by you or on your behalf that results in:

1. Fire;
2. Damage to any vehicle or equipment arising out of "loading operations";
3. Damage to any timberland of another;
4. Alteration or adverse impact or effect to or of any water table, watershed, watercourse, or body of water; or
5. Injury or damage, however caused, as a result of a vehicle or equipment being overweight or overloaded or as a result of a load being incorrectly, improperly, or inadequately secured.

The following definition is added to this Policy:

"Loading operations" means the placing of materials upon or removing materials from a vehicle or equipment.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- NAMED INSURED VS. NAMED INSURED**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to claims or suits for bodily injury, property damage, personal and advertising injury or other injury or damage brought by one named insured against any other named insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- INJURY TO INDEPENDENT CONTRACTORS**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for injury sustained by any of your independent contractors or subcontractors, or any employee, leased worker, temporary worker or volunteer help of same.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ABSOLUTE EXCLUSION - AUTO**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any injury, damage, or legal liability of any kind arising directly or indirectly out of, related to, or in any way involving the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of any auto.

This exclusion applies to any claim or suit regardless of whether any auto is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury, damage, or legal liability of any kind arises out of a chain of events that involves or includes any auto.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- PUNITIVE DAMAGES**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for any punitive or exemplary damages, fines or penalties arising out of injury or damage.

This exclusion does not apply to damages considered punitive or exemplary and awarded in a suit for wrongful death under Alabama's wrongful death statute, Alabama Code Section § 6-5-410.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - PROFESSIONAL LIABILITY**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The **Professional Liability** exclusion of this Policy is deleted and replaced by the following:

**Professional Liability**

This insurance does not apply to professional liability, malpractice, errors, omissions, or acts of any type including rendering or failure to render any type of professional service.

This exclusion applies to any expenses and to any obligation to share damages with or repay anyone else who must pay damages because of such professional services.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- RESIDENTIAL HOUSING**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to:

- 1. Any bodily injury arising out of; or
- 2. Any property damage to;

any "residential housing" of any description, where such bodily injury or property damage is included within the "products-completed operations hazard" as that term is defined in the "underlying insurance".

The following are added to the **DEFINITIONS** section of this Policy:

"Residential housing" means a structure or structures, designed or intended for occupancy in whole or in part as a residence by any person or persons.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - COLORADO**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal and advertising injury or other injury or damage arising directly or indirectly out of, related to, or, in any way involving any work performed in the state of Colorado by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - WEST VIRGINIA**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal and advertising injury or other injury or damage arising directly or indirectly out of, related to, or, in any way involving any work performed in the state of West Virginia by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:  
 COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to any claim or suit for bodily injury, property damage, personal injury, personal and advertising injury or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - HIGHWAY OR BRIDGE WORK**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to bodily injury, property damage or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving any engineering, design, consultation, construction, reconstruction, maintenance, refurbishing, improving, servicing or repair activities of any type on any "limited access highway" or on any bridge.

For purposes of this endorsement, "limited access highway" means a roadway, available to the public, where access is limited to a set of controlled locations at entrance and exit ramps.

This exclusion applies to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to such work, and regardless of whether such work is conducted by you, on your behalf, for yourself or for others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - SNOW OR ICE TREATMENT AND REMOVAL**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this policy:

This insurance does not apply to bodily injury, property damage or any other injury or damage arising directly or indirectly out of, related to, or, in any way involving:

1. Any treatment or pre-treatment of any surface for the effect of snow or ice; or
2. Any movement or removal of snow or ice by any means from any surface.

This exclusion applies to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to items 1. and 2. above, and regardless of whether such work is conducted by you, on your behalf, for yourself or for others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - FIRE OR FIRE-RELATED INJURY OR DAMAGE**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any injury or damage arising directly or indirectly out of, related to, or in any way involving fire, smoke, or any conceivable by-product of combustion.

This exclusion applies to any claim or suit regardless of whether fire, smoke, or any conceivable by-product of combustion is the initial precipitating cause or is in any way a cause, and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any fire, smoke, or any conceivable by-product of combustion.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - PATHOGEN AND RELATED HAZARDS**

Attached To and Forming Part of Policy 0100436137-0	Effective Date of Endorsement 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	Named Insured Makelele Systems Landscape Maintenance Inc
Additional Premium: \$0	Return Premium: \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

**SECTION III – EXCLUSIONS**, Paragraph 15. **Fungi and Bacteria** is deleted and replaced by the following:

This insurance does not apply to any bodily injury, property damage, personal and advertising injury, or any other injury or damage arising out of, related to, or in any way involving the inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "pathogen and related hazards".

This exclusion applies to, but is not limited to the following:

- a. Providing or failing to provide any supervision, instructions, recommendations, warnings, or advice related to any actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any form of "pathogen and related hazards";
- b. Failure to provide an environment safe from "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- c. The prevention or suppression of, or failure to prevent or suppress, "pathogen and related hazards" or the actual, alleged, or threatened transmission to others;
- d. The reporting or failure to report to the proper authorities;
- e. The negligent hiring, employment, training, supervision, or retention of any insured, employee, agent, or other person with respect to a. through d. above; or
- f. Any loss, cost, or expense arising out of, related to, or in any way involving any claim, suit, request, or demand that any insured:
  - 1) Assess the presence, absence, amount, or effects of any "pathogen and related hazards";
  - 2) Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects of any "pathogen and related hazards" in any building, material, animal, or product, including but not limited to your products as they are defined in "underlying insurance"; or
  - 3) Respond to any "pathogen and related hazards" in any manner other than as described in 1) or 2) above.

This exclusion applies to any claim or suit regardless of whether any "pathogen and related hazards" is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material, or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes "pathogen and related hazards".

As used in this exclusion, "pathogen and related hazards" includes, without limitation, any:

- a. Fungus, including but not limited to any type of mold or mildew;
- b. Protist, including but not limited to algae and slime mold;

- c. Chemical matter, or compound produced or released by a fungus or protist, including but not limited to any mycotoxin, toxin, spore, scent, fragment, metabolites, or other by-product that is produced by a. or b. above;
- d. Pathogen, including but not limited to virus, bacterium, prion, or protozoa or other microorganism;
- e. Sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or
- f. Infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

Solely regarding **Bodily Injury and Property Damage Liability** as defined in the underlying Commercial General Liability or Products/Completed Operations Liability coverage, this exclusion does not apply to fungi or bacteria on, or contained in, a good or product intended for bodily consumption. However, this exception does not apply to water droplets originating from such good or product, except where inhalation of such droplets is an intended use of such good or product.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - TRAFFIC CONTROL**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit for injury or damage arising directly or indirectly out of, related to, or in any way involving "traffic control" of any type including, but not limited to, any failure to provide "traffic control".

For purposes of this endorsement "traffic control" means any direction given to any pedestrian, cyclist, train engineer or rail operator, or operator of any motorized vehicle. "Traffic control" includes, but is not limited to, verbal instruction, signage, markings, cones, flagging, motioning, barriers, and lighting.

This exclusion applies to the design, placement, or supervision of any "traffic control", and to the negligent hiring, employment, training, supervision, or retention of any insured, employee, agent, or other person with respect to "traffic control", and regardless of whether such "traffic control" is conducted by you, on your behalf, for yourself, or for others.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - CHEMICALS OR PRECURSORS**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or in any way involving any manufacturing, distribution, sale, disposal, testing, handling, application, consumption, or use of, or exposure to, any chemical or precursor listed in c. below, or any daughter product thereof, by whatever name manufactured, distributed, or sold including, without limitation, any:

- a. Product containing any chemical or precursor similar to the chemical formula of any chemical or precursor listed in c. below and that retains any property thereof;
- b. Product that contains or is a derivative of any chemical or precursor listed in c. below and that retains any property thereof; or
- c. Chemical or precursor that is generally known in the trade in which it is used that has a formulation, structure, or function similar to any of the following:
  - (1) Glyphosate, N-(phosphonomethyl) glycine, phosphonomethyl amino acetic acid, 5-enolpyruvylshikimate-3-phosphate synthase inhibitor;
  - (2) Benzene, Benzol, Cyclohexa-1,3,5-triene, 3,5-Cyclohexatriene;
  - (3) Bromomethane, methyl bromide;
  - (4) Ammonium nitrate, gwihabaite, nitrammite;
  - (5) Chlorpyrifos, O,O-Diethyl O-3,5,6-trichloropyridin-2-yl phosphorothioate, Chlorpyrifos-ethyl;
  - (6) Hydrofluoric Acid, fluorane, Modified Hydrofluoric Acid (MHF), fluorhydric acid, hydronium fluoride;
  - (7) Chlorodifluoromethane, difluoromonochloromethane, HCFC-22, R-22;
  - (8) Paraquat, Paraquat Dichloride, Gramoxone, 1,1'-Dimethyl-4,4'-bipyridinium dichloride; or
  - (9) Tetrachloroethylene, perchloroethylene, PCE, PERC, tetrachloroethene, perchloro, trichloroethylene, cis-1,2-dichloroethene, or vinyl chloride.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ABSOLUTE EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES  
 (PFAS)**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY**

The following exclusion is added to this Policy:

This insurance does not apply to claim, suit, injury, damage, or legal liability of any kind arising directly or indirectly out of, related to, or in any way involving "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)".

This exclusion applies to any claim or suit regardless of whether the PFAS is the initial precipitating cause or is in any way a cause and regardless of whether any other actual or alleged cause contributed concurrently, proximately, or in any sequence, including whether any actual or alleged injury or damage arises out of a chain of events that involves or includes any PFAS.

For the purposes of this endorsement, "Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)" means:

1. A perfluoroalkyl or polyfluoroalkyl substance, or any manmade or synthetic chemical that has at least two adjacent carbon atoms, where at least one carbon atom is fully fluorinated and the other is at least partially fluorinated, attached to an alkyl chain including, but not limited to, perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorinated chemicals or perfluorochemicals (PFCs), C8, Teflon, GenX, fluorotelomers, perfluorooctanoate, perfluorocaprylic acid, pentadecafluorooctanoic acid, fluorosurfactants, perfluorooctanesulfonamide (PFOSA), perfluorononanoic acid (PFNA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorohexane sulfonic acid (PFHxS), perfluorobutanesulfonic acid, perfluorobutane sulfonate (PFBS), or any other chemical included on the United States Environmental Protection Agency's PFAS Research or Toxicity list including any additions or amendments thereto; or
2. Any precursor to or derivative, additive, daughter compound, or degradation by-product of any substance or chemical listed or described in 1. above including any salt, acid, or alcohol of such substances.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - MISSOURI**

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

The following exclusion is added to this Policy:

This insurance does not apply to any claim or suit arising directly or indirectly out of, related to, or in any way involving any work performed in the state of Missouri by or on behalf of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT**

Attached To and Forming Part of Policy 0100436137-0	Effective Date of Endorsement 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	Named Insured Makelele Systems Landscape Maintenance Inc
Additional Premium: \$0	Return Premium: \$0	

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL EXCESS LIABILITY COVERAGE**

**A.** This insurance is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the occurrence of the injury or damage, but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by “your work” or “your product” for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.

**B.** The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. This insurance does not apply to injury or damage arising out of “your work” or “your product” included in the “products-completed operations hazard” unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by “your work” or “your product” for the Additional Insured.
2. This insurance is excess over any valid and collectible insurance issued specifically to the Additional Insured as a named insured, except when the written contract requires that such insurance apply on an excess basis over the insurance provided to the Additional Insured by this policy.
3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured
4. This insurance does not apply to injury or damage arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

**C.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION IV – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of occurrence, claim or suit:**

1. The Additional Insured must promptly give notice of an occurrence, a claim which is made or a suit, to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or suit to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

**E. For the purposes of this endorsement, the following are added to the DEFINITIONS Section of this Policy:**

"Your work":

- a. Means:
  - (1) Work or operations performed by or on behalf of the Named Insured; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the Named Insured's work, and
  - (2) The providing of or failure to provide warnings or instructions.

"Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100436137-0	<i>Effective Date of Endorsement</i> 03/12/2026 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Makelele Systems Landscape Maintenance Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

**This endorsement modifies insurance provided under the following:**

#### ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

### ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages your policy provides.

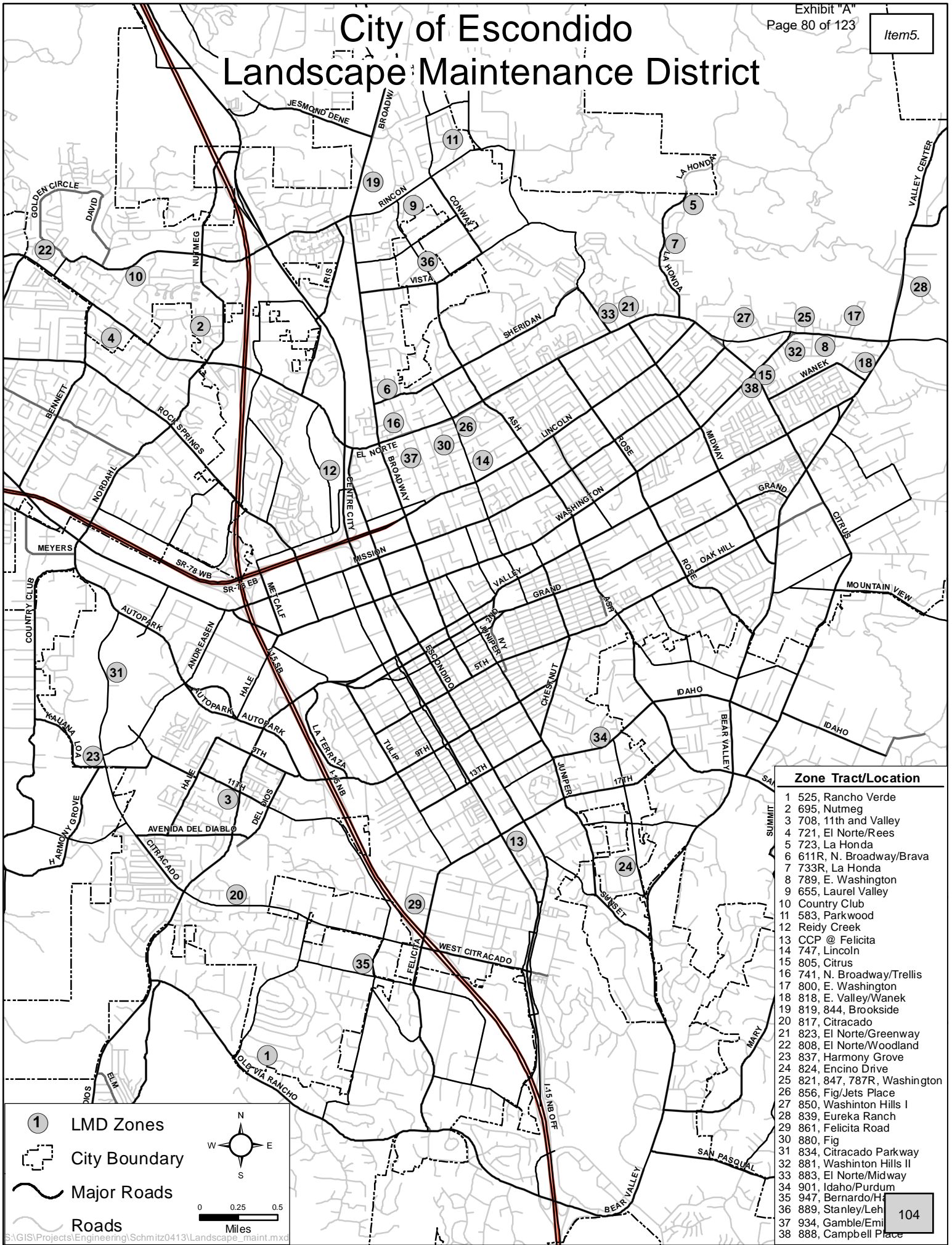
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous Foreign Agents, Front Organizations, Terrorists, Terrorist organizations and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site—<http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person", as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**Exhibit 1**  
**LMD Overall Zone Map**  
**And Zone Description**

# City of Escondido Landscape Maintenance District



### Zone Tract/Location

- 1 525, Rancho Verde
- 2 695, Nutmeg
- 3 708, 11th and Valley
- 4 721, El Norte/Rees
- 5 723, La Honda
- 6 611R, N. Broadway/Brava
- 7 733R, La Honda
- 8 789, E. Washington
- 9 655, Laurel Valley
- 10 Country Club
- 11 583, Parkwood
- 12 Reidy Creek
- 13 CCP @ Felicitia
- 14 747, Lincoln
- 15 805, Citrus
- 16 741, N. Broadway/Trellis
- 17 800, E. Washington
- 18 818, E. Valley/Wanek
- 19 819, 844, Brookside
- 20 817, Citracado
- 21 823, El Norte/Greenway
- 22 808, El Norte/Woodland
- 23 837, Harmony Grove
- 24 824, Encino Drive
- 25 821, 847, 787R, Washington
- 26 856, Fig/Jets Place
- 27 850, Washinton Hills I
- 28 839, Eureka Ranch
- 29 861, Felicitia Road
- 30 880, Fig
- 31 834, Citracado Parkway
- 32 881, Washinton Hills II
- 33 883, El Norte/Midway
- 34 901, Idaho/Purdum
- 35 947, Bernardo/H
- 36 889, Stanley/Leh
- 37 934, Gamble/Emi
- 38 888, Campbell Place

## LMD Zone Descriptions

### **LMD Zone 1 – Rancho Verde**

The project area is within the Rancho Verde subdivision, Tracts 523A, 523B, 653 and 692 which are located north of Via Rancho Parkway at Eucalyptus Avenue. The improvements to be maintained are the entryway improvements including the parkway landscaping on both the east and west side of Eucalyptus Avenue extending a distance of approximately 400 feet from Via Rancho Parkway.

**Area = 33,000 Sq. Ft.**

### **LMD Zone 2 – Nutmeg**

Located on the west side of Nutmeg Street, south of Sunset Heights Road. The improvements to be maintained include the slope/parkway landscaping on the west side of Nutmeg Street, the slope landscaping on the north side of the service road south of the tract, and the slope/parkway landscaping on the south side of Sunset Heights Road.

**Area = 17,200 Sq. Ft.**

### **LMD Zone 3 – Eleventh/Valley**

Located at the southwest corner of West Eleventh Avenue and West Valley Parkway. The improvements to be maintained include the slope and parkway landscaping on the west side of West Valley Parkway, and a small portion of parkway landscaping on the south side of Eleventh Avenue.

**Area = 18,200 Sq. Ft.**

### **LMD Zone 4 – El Norte/Rees**

Located on the north side of El Norte Parkway and the west side of Rees Road from Rees Road to approximately 1000 feet east of Bennett Avenue. The improvements to be maintained include crib wall, slope and parkway landscaping on the north side of El Norte Parkway, and parkway landscaping on the west side of Rees Road adjacent to the homes in Tract 721.

**Area = 14,700 Sq. Ft.**

### **LMD Zone 5 – La Honda (north)**

Located on the east side of La Honda Drive beginning just south of Dublin Lane and continuing north up La Honda Drive. The improvements to be maintained are the slope/parkway landscaping on the east side of La Honda Drive north and south of Dublin Lane, and the slope/parkway landscaping on Dublin Lane at the entry to Tract 723.

**Area = 37,300 Sq. Ft.**

### **LMD Zone 6 – N. Broadway/Brava**

Located on the east side of North Broadway at the intersection of Brava Place. Improvements to be maintained include parkway landscaping north and south of Brava Place, and parkway landscaping on Brava place adjacent to environmental channel.

**Area = 2,000 Sq. Ft. – not including channel maintenance**

*\*Any work done in the portion of the environmental channel flowing through the development, as indicated on the subdivision map, will be billed as extra work and is not part of the monthly maintenance. Channel maintenance must be preapproved by the Public Works Department and may be subject to additional environmental requirements and maintenance restrictions.*

**LMD Zone 7 – La Honda (south)**

Located on the east side of La Honda Drive beginning north of Trujillo Terrace and continuing north up La Honda Drive to the boundary of LMD Zone 5. The improvements to be maintained include the slope/parkway landscaping on the east side of La Honda Drive and the landscaping in a triangular-shaped lot on the corner of MacNaughton Lane and Glasgow Lane.

**Area = 23,000 Sq. Ft.**

**LMD Zone 8 – East El Norte Parkway**

Located on the south side of El Norte Parkway between Justin Way and Kaile Lane. The improvements to be maintained include parkway landscaping.

**Area = 2,722 Sq. Ft.**

**LMD Zone 9 – Laurel Valley**

The project areas are within the Laurel Valley subdivision, Tract 655. The area is generally south of Rincon Avenue and on the east and west sides of Ash Street. This tract has 156 single family homes. The improvements to be maintained include 2.31 acres of turf, 1.46 acres of plateau grass, 1.49 acres of landscaped slopes, and 0.12 acres of shrubs/groundcover.

**Area = 234,353 Sq. Ft.**

**LMD Zone 10 - Country Club Lane**

The improvements to be maintained include the median landscaping on Country Club Lane west of Interstate 15 and northeast of Nutmeg St.

**Area = 8,500 Sq. Ft.**

**LMD Zone 11 – Parkwood**

Located on the north side of Rincon Avenue, south of Cleveland Avenue and east and west of Conway Drive. The improvements to be maintained include landscaping around the perimeter of the Parkwood development, median landscaping on Conway Drive between Rincon Avenue and Cleveland Avenue, open space Eucalyptus groves, and a turf lined drainage channel.

**Area = 687,000 Sq. Ft.**

**LMD Zone 12 - Reidy Creek Environmental Channel**

The Reidy Creek Environmental Channel generally lies west of Centre City Parkway, north of Lincoln Avenue, and south of El Norte Parkway. The improvements to be maintained include the grass-lined slopes of the Reidy Creek Channel, including all shrubs and trees on the slopes. This channel is non-irrigated.

**Area = 830,000 Sq. Ft.**

*\*Channel bed maintenance is not part of the monthly maintenance and invasive plant species will be removed and/or treated three (3) times a year and will be billed separately and approved by the City. Channel bed maintenance and may be subject to additional environmental requirements and maintenance restrictions.*

**LMD Zone 13 - Centre City Parkway Median at Felicita Avenue**

Located south of Felicita Avenue extending to approximately 500 feet south of Towne Centre Driveway. The improvement to be is the landscaping which includes trees, shrubs, and ground cover in the median on Centre City Parkway.

**Area = 42,500 Sq. Ft.**

**LMD Zone 14 - Lincoln**

Located on the north side of Lincoln Avenue between Fig Street and Grape Street. The improvements to be maintained include the landscaping in the parkway on the north side of Lincoln Parkway adjacent to the homes in Tract 747.

**Area = 2,000 Sq. Ft.**

**LMD Zone 15 – Citrus/Washington**

Located on the east side of Citrus Avenue and the south side of Washington Avenue. The improvements to be maintained include the landscaping in the parkway on the east side of Citrus Avenue and on the south side of Washington Avenue adjacent to the homes in Tract 805.

**Area = 7,000 Sq. Ft.**

**LMD Zone 16 – N. Broadway/Trellis**

Located on the east side of North Broadway at the intersection of Trellis Lane. The improvements to be maintained include the parkway landscaping on the east side of North Broadway and the south side of Trellis Lane adjacent to the homes in Tract 741.

**Area = 1,200 Sq. Ft.**

**LMD Zone 17 – El Norte/Creekside**

Located on the north side of El Norte Parkway east of Kaile Lane. The improvements to be maintained include parkway landscaping on the north side of El Norte Parkway and the east side of Kaile Lane.

**Area = 6,240 Sq. Ft.**

**LMD Zone 18 – East Valley Parkway/Wanek**

Located on East Valley Parkway just north of Wanek Road. The improvements to be maintained include parkway landscaping on the west side of East Valley Parkway north of Wanek Road adjacent to Tract 818.

**Area = 1,265 Sq. Ft.**

**LMD Zone 19 – Brookside I and II**

Located north of Rincon Avenue, east of North Broadway Avenue, west of Conway Drive, and south of North Avenue in Tracts 819 and 844.

**Area = 448,000 Sq. Ft.**

**LMD Zone 20 – Citracado**

Located on Citracado Parkway south of Greenwood Place adjacent to Tract 817. The improvements to be maintained include slope/parkway landscaping on the north, east and west sides of Citracado Parkway adjacent to Tract 817.

**Area = 20,750 Sq. Ft.**

**LMD Zone 21 – El Norte/Greenway**

Located on East El Norte Parkway east of Greenway Rise adjacent to Tract 823. The improvements to be maintained include slope/parkway landscaping on the north side of East El Norte Parkway adjacent to Tract 823.

**Area = 6,000 Sq. Ft.**

**LMD Zone 22 – El Norte/Woodland**

Located on West El Norte Parkway and Woodland Parkway adjacent to Tract 808. Improvements to be maintained include slope/parkway on the north side of West El Norte Parkway and the east side of Woodland Parkway adjacent to Tract 808.  
**Area = 9,660 Sq. Ft.**

**LMD Zone 23 – Harmony Grove**

Located on Harmony Grove Road south of Princess Kyra Place adjacent to Tract 837. Improvements to be maintained include parkway landscaping on the north side of Harmony Grove Road east and west of Princess Kyra Place.  
**Area = 2,270 Sq. Ft.**

**LMD Zone 24 – Encino/Juniper**

Located on Encino Drive adjacent to Tract 824 and on Juniper Street adjacent to Tract 845. The improvements to be maintained include slope/parkway landscaping on the west side of Encino Drive north and south of Amparo Court, a detention basin near the southwest corner of Encino Drive/Amparo Court, slope/parkway landscaping on the east side of Juniper Street north and south of Amparo Drive and a detention basin on the northeast corner of Juniper Street/Amparo Court.  
**Area = 85,365 Sq. Ft.**

**LMD Zone 25 – El Norte Parkway**

Located on East El Norte Parkway west of Kaile Lane adjacent to Tracts 787R, 821, and 847. Improvements to be maintained include parkway landscaping on the north side of El Norte Parkway adjacent to Tracts 787R, 821, and 847.  
**Area = 6,216 Sq. Ft.**

**LMD Zone 26 – Fig**

Located on the east side of Fig Street just north of Stanley Court adjacent to Tract 856. Improvements to be maintained include parkway and drainage landscaping on the east side of Fig Street north and south of Jets Place adjacent to Tract 856.  
**Area = 1,836 Sq. Ft.**

**LMD Zone 27 – Washington Hills I (aka Chaparral Ridge & Glen)**

Located on the north and south sides of El Norte Parkway and the north side of Washington Avenue. Improvements to be maintained includes the parkway landscaping adjacent to the Chaparral Ridge and Chaparral Glen Development.  
**Area = 29,903 Sq. Ft.**

**LMD Zone 28 – Eureka Springs**

Located on the north side of El Norte Parkway from Key Lime Way to East Valley Parkway, on the west side of East Valley parkway from El Norte Parkway to Beven Drive, on the east side of El Norte Parkway from Eureka Drive to Beven Drive, and in the Median from El Norte Parkway to Beven Drive. Improvements include trees, shrubs, turf, and groundcover.  
**Area = 287,000 Sq. Ft.**

**LMD Zone 29 – Felicita Road**

Located on the west side of Felicita Road, north and south of Rockwell Springs Court adjacent to Tract 861. Improvements to be maintained includes parkway and drainage landscaping.  
**Area = 4,578 Sq. Ft.**

**LMD Zone 30 – Fig Street**

Not in contract

**LMD Zone 31 – ERTC**

Not in contract

**LMD Zone 32 – Washington Hills II (aka Chaparral Creek)**

Located on the south side of Washington Avenue, east and west of Trovita Court. Improvements to be maintained include parkway landscaping.

**Area = 875 Sq. Ft.**

**LMD Zone 33 – El Norte/Midway**

Located on the north side of El Norte Parkway, east and west of Midway Drive. Improvements to be maintained include slope, parkway, and drainage landscaping on El Norte Parkway and Midway Drive adjacent to Tract 883.

**Area = 4,000 Sq. Ft.**

**LMD Zone 34 – Idaho**

Located on the north side of Idaho Avenue, west of Purdum Lane. Improvements to be maintained include slope, parkway, and drainage landscaping.

**Area = 7,000 Sq. Ft.**

**LMD Zone 35 – Hamilton Lane**

Located on the south side of Hamilton Lane east and west of Hamilton Place adjacent to Tract 889. Improvements to be maintained include parkway and drainage landscaping.

**Area = 5,550 Sq. Ft.**

**LMD Zone 36 – Stanley/Lerner**

Not in contract

**LMD Zone 37 – Gamble**

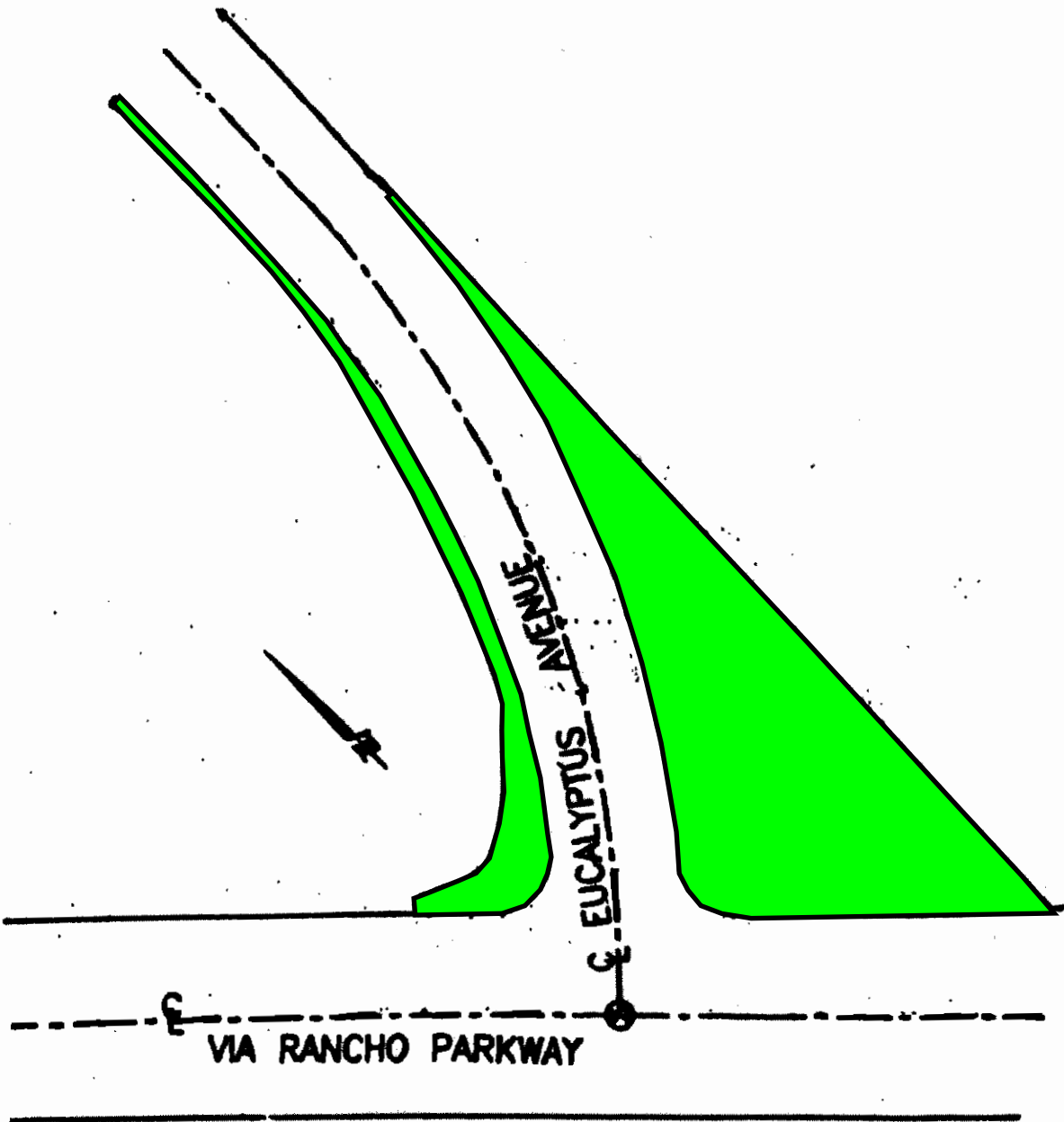
Located on Gamble Street and the northwest corner of Emilia Place. Improvements to be maintained are the bioretention basin landscaping, slope, parkway, and drainage landscaping.

**Area = 2,213.54 Sq. Ft.**

**LMD Zone 38 - Campbell Place**

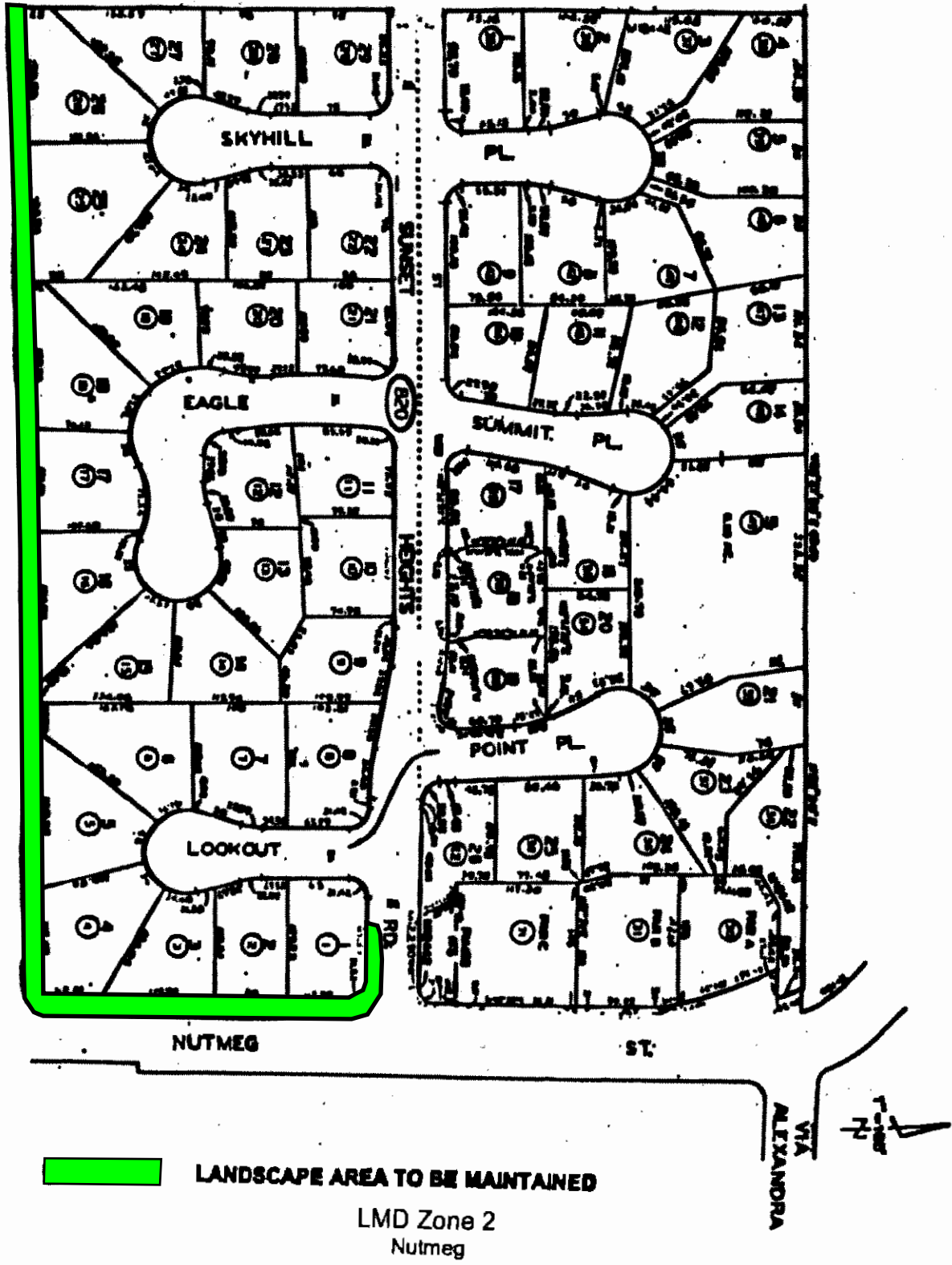
Located on the west side of Citrus Avenue, south of East Washington Avenue and north of the Flood Control Channel. Improvements to be maintained include parkway and drainage landscaping.

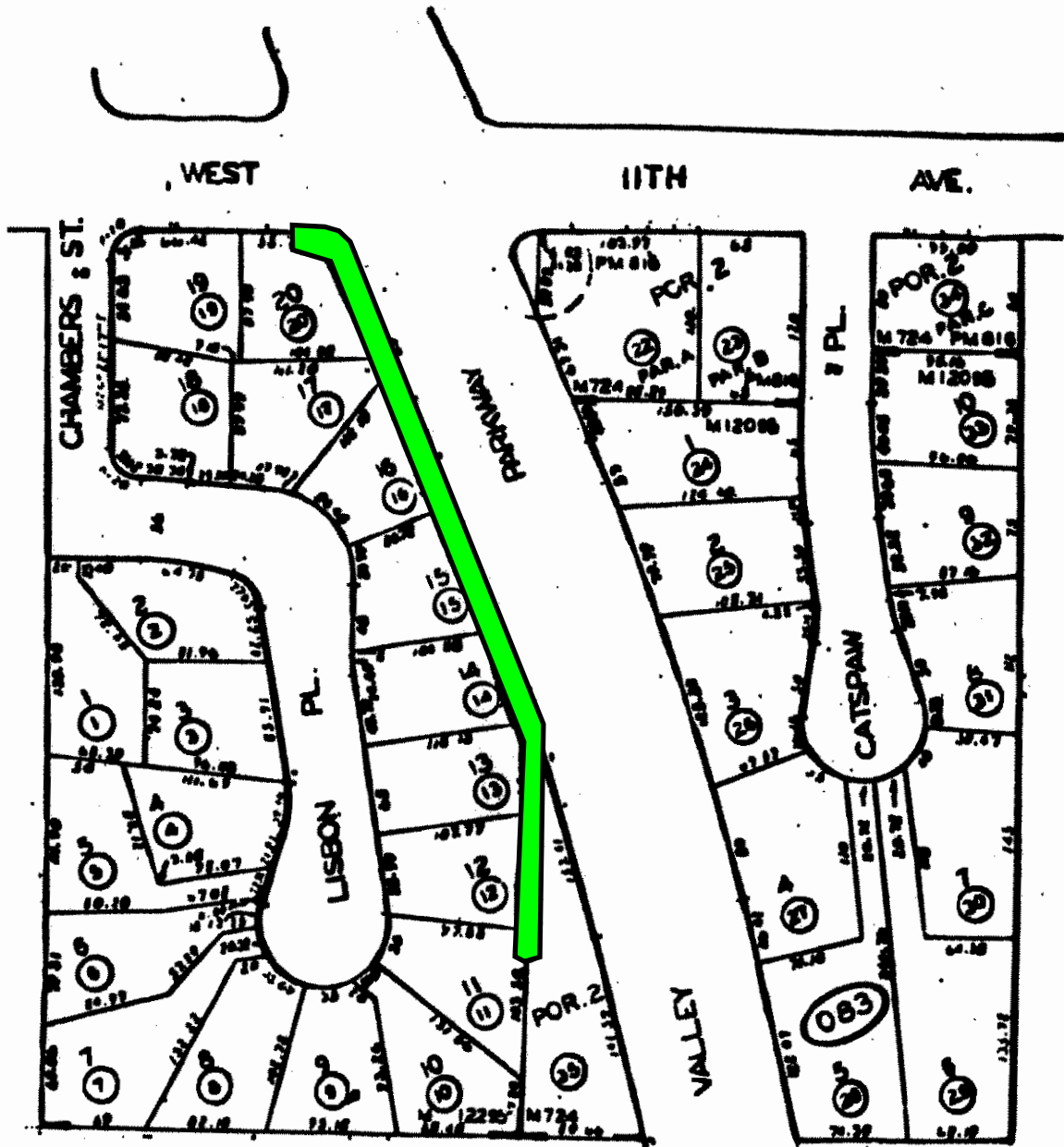
**Area = 2,000 Sq. Ft.**



**LANDSCAPE AREA TO BE MAINTAINED**

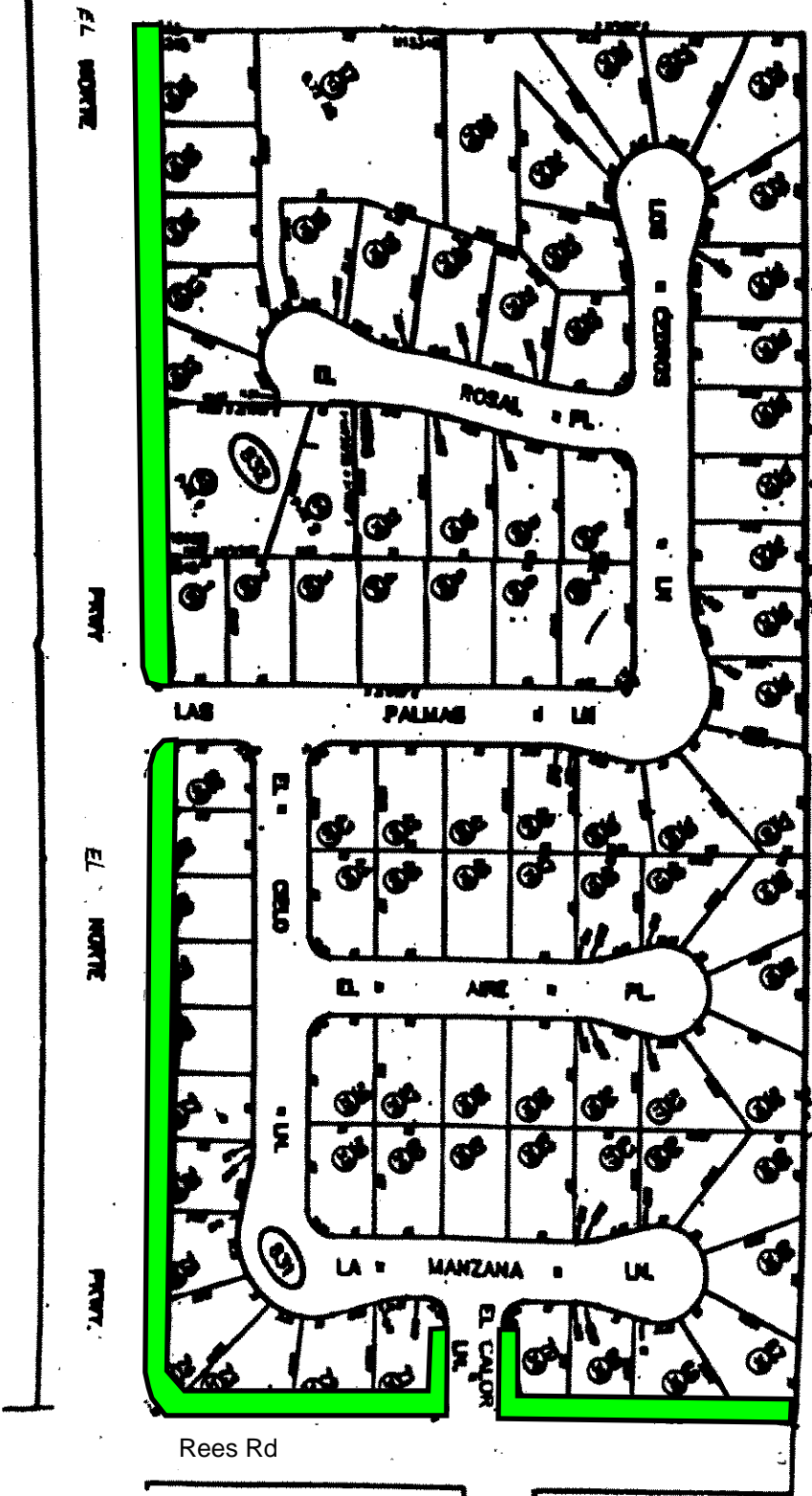
LMD Zone 1  
Rancho Verde





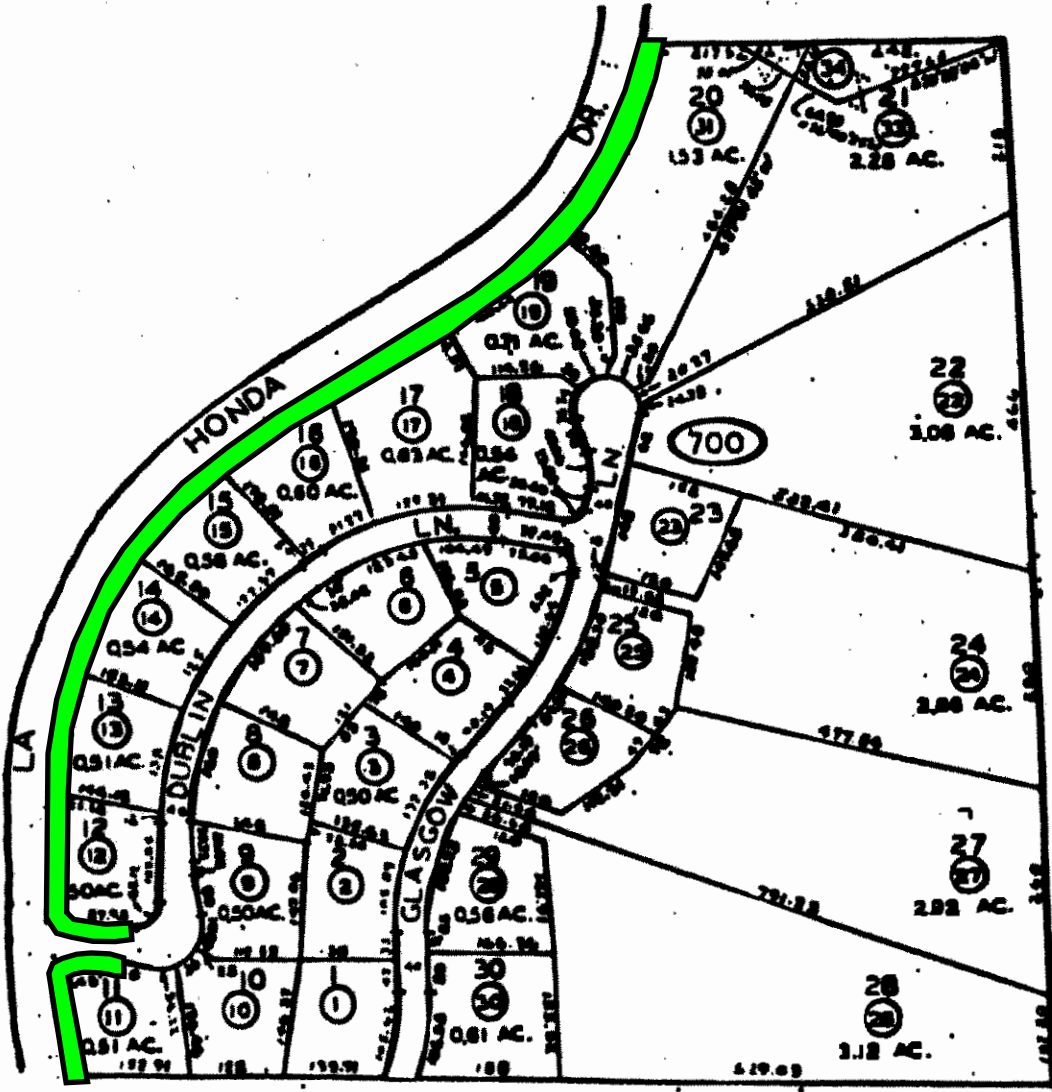
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 3  
Eleventh/Valley



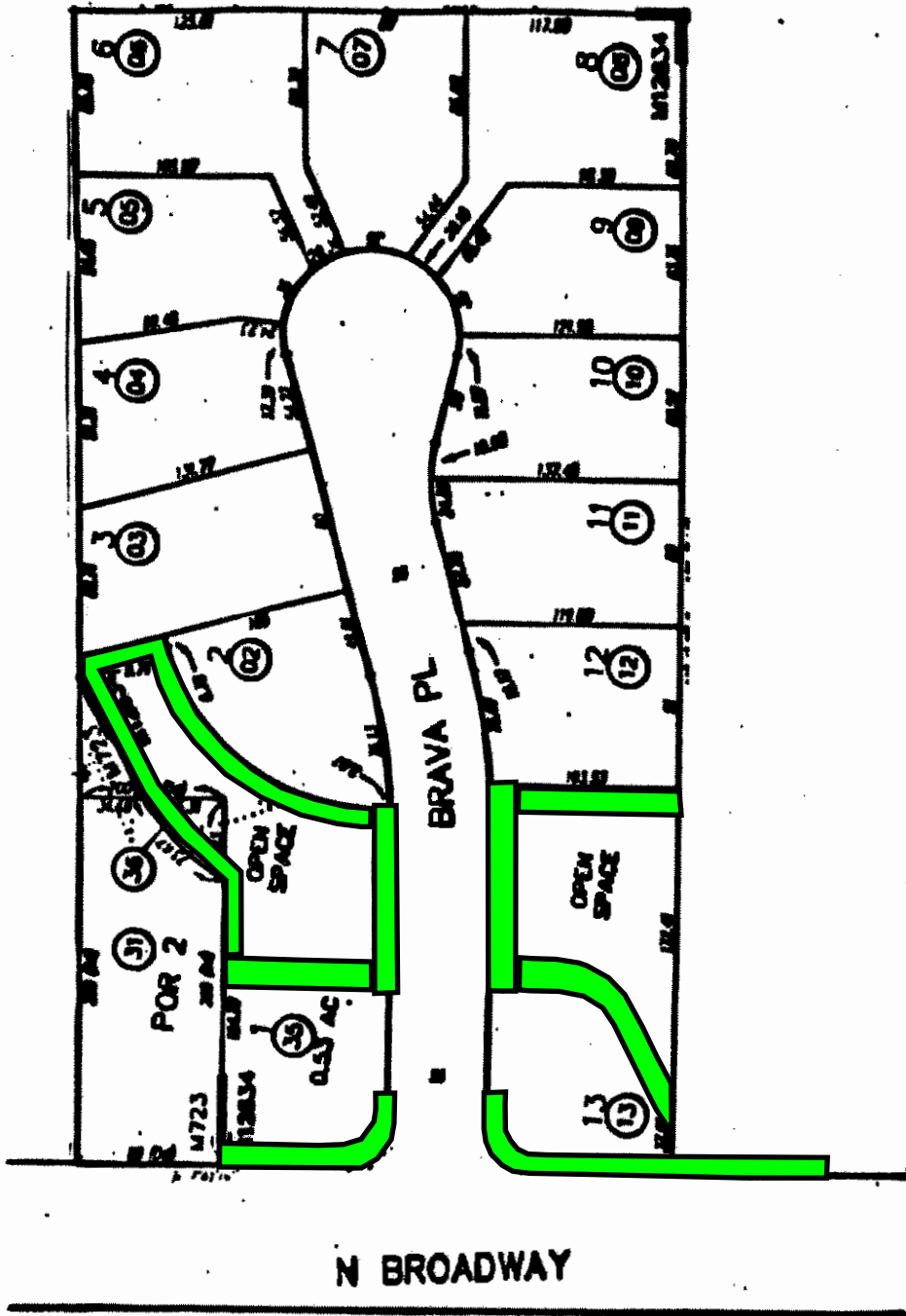
 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 4  
El Norte/Rees



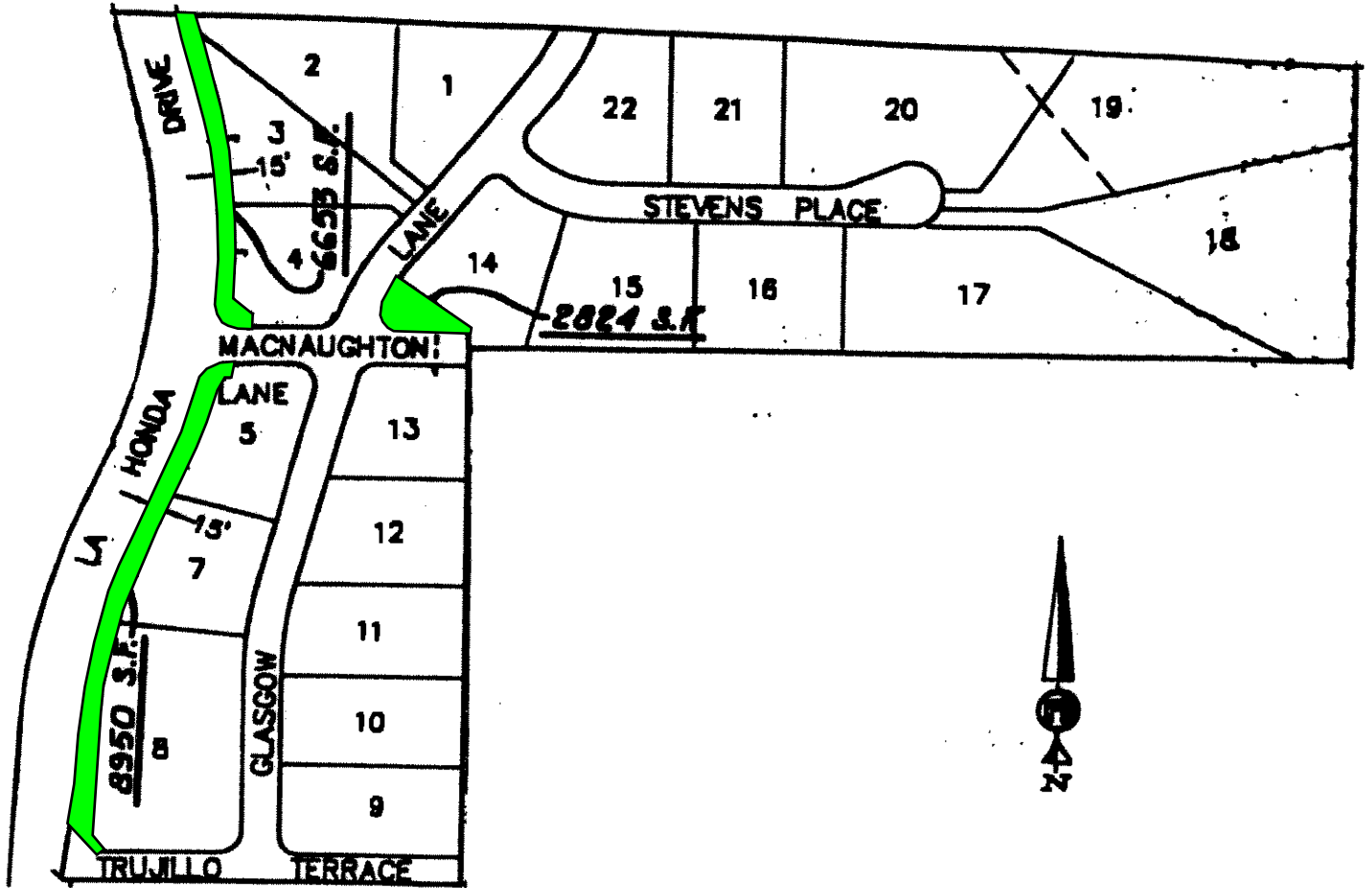
**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 5  
La Honda (north)



 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 6  
N. Broadway/Brava



**LANDSCAPE AREA TO BE MAINTAINED**

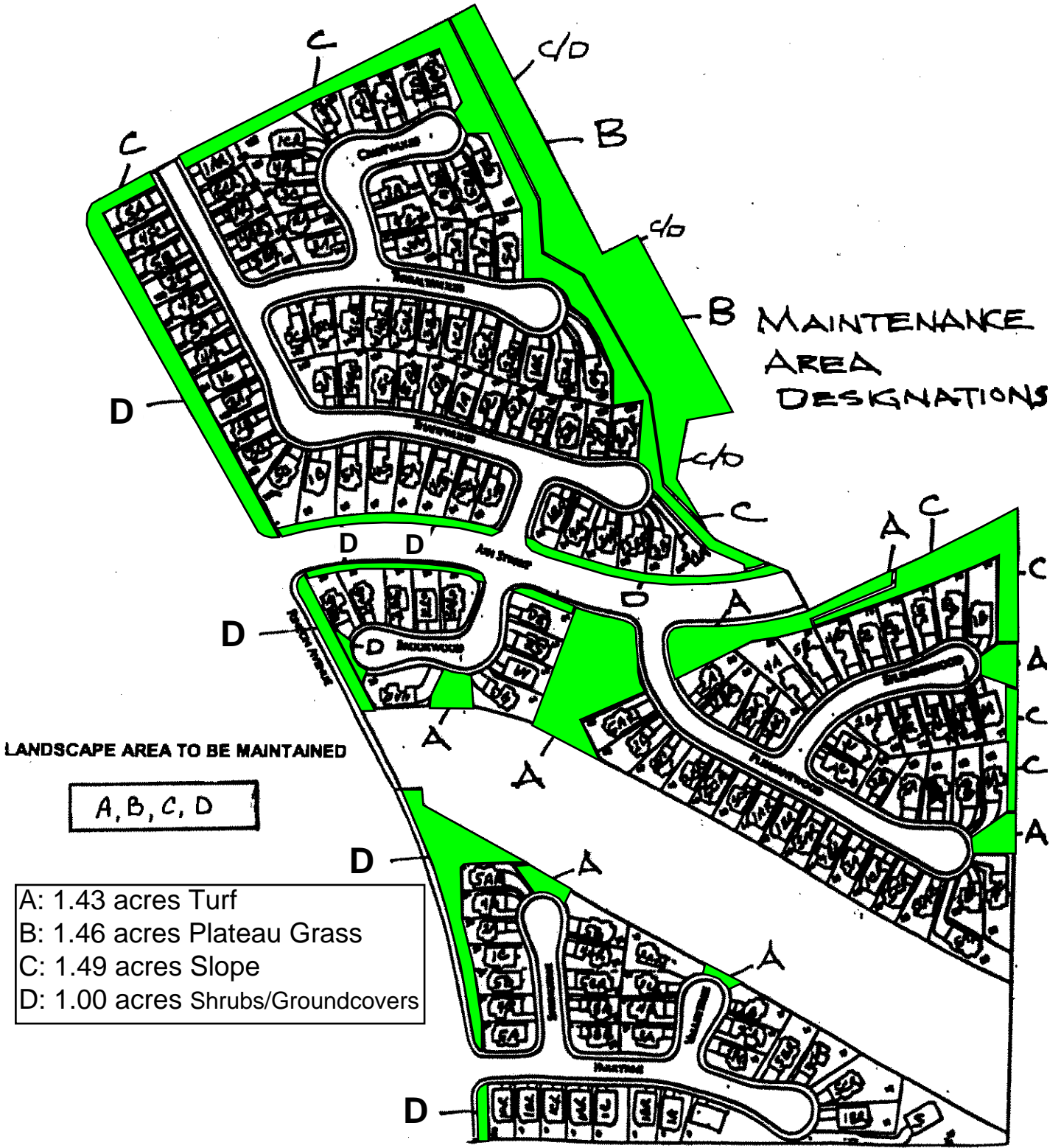
LMD Zone 7  
La Honda (south)

Item 5.

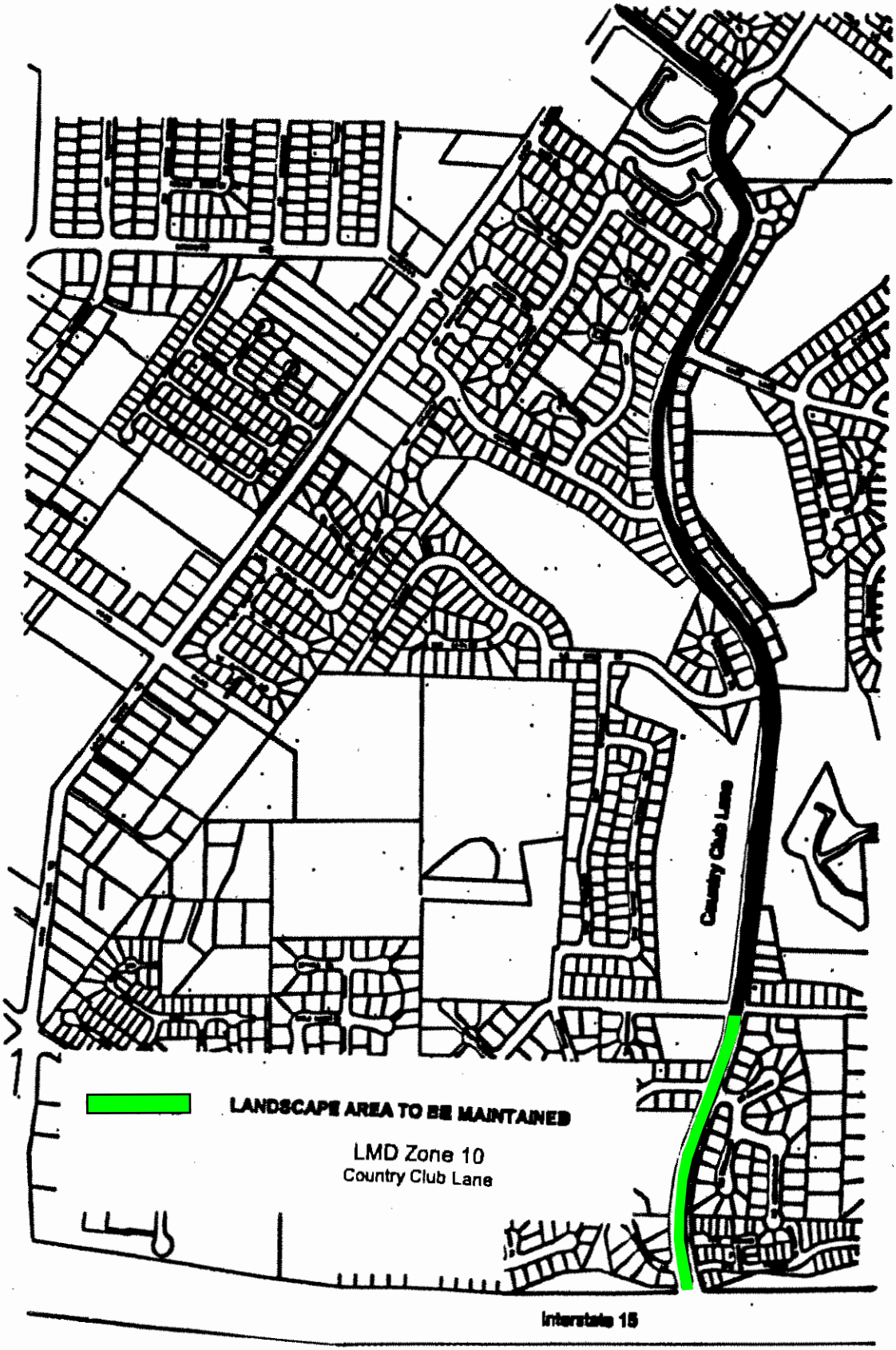


LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 8



LMD Zone 9  
Laurel Valley

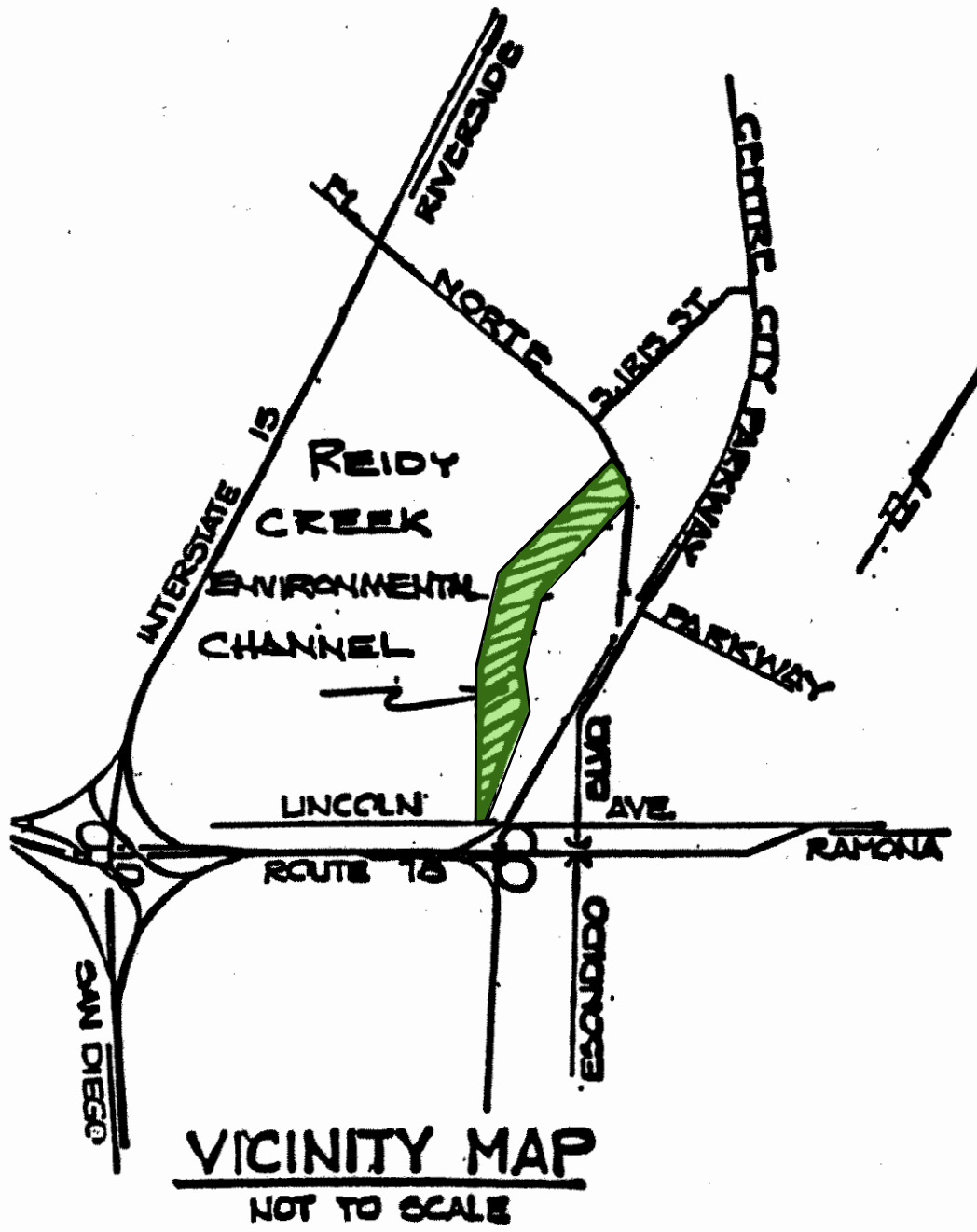




Lots: 40, 60, 88A, 88B, 130, 169, 225, 262, and Conway Medians

LANDSCAPE AREA TO BE MAINTAINED

**LMD Zone 11  
Parkwood**



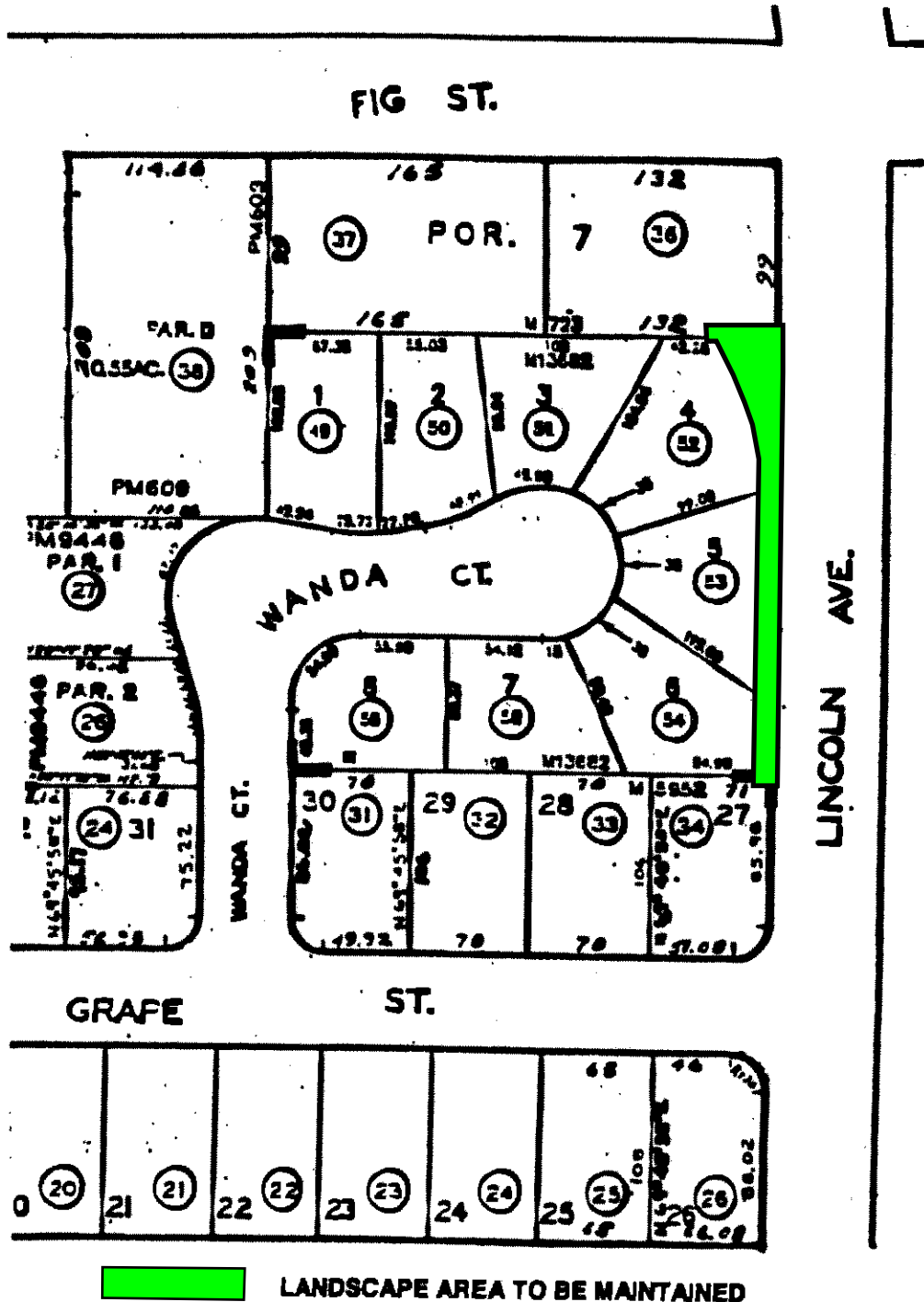
**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 12  
Reidy Creek Environmental Channel



 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 13  
CCP Median at Felicita

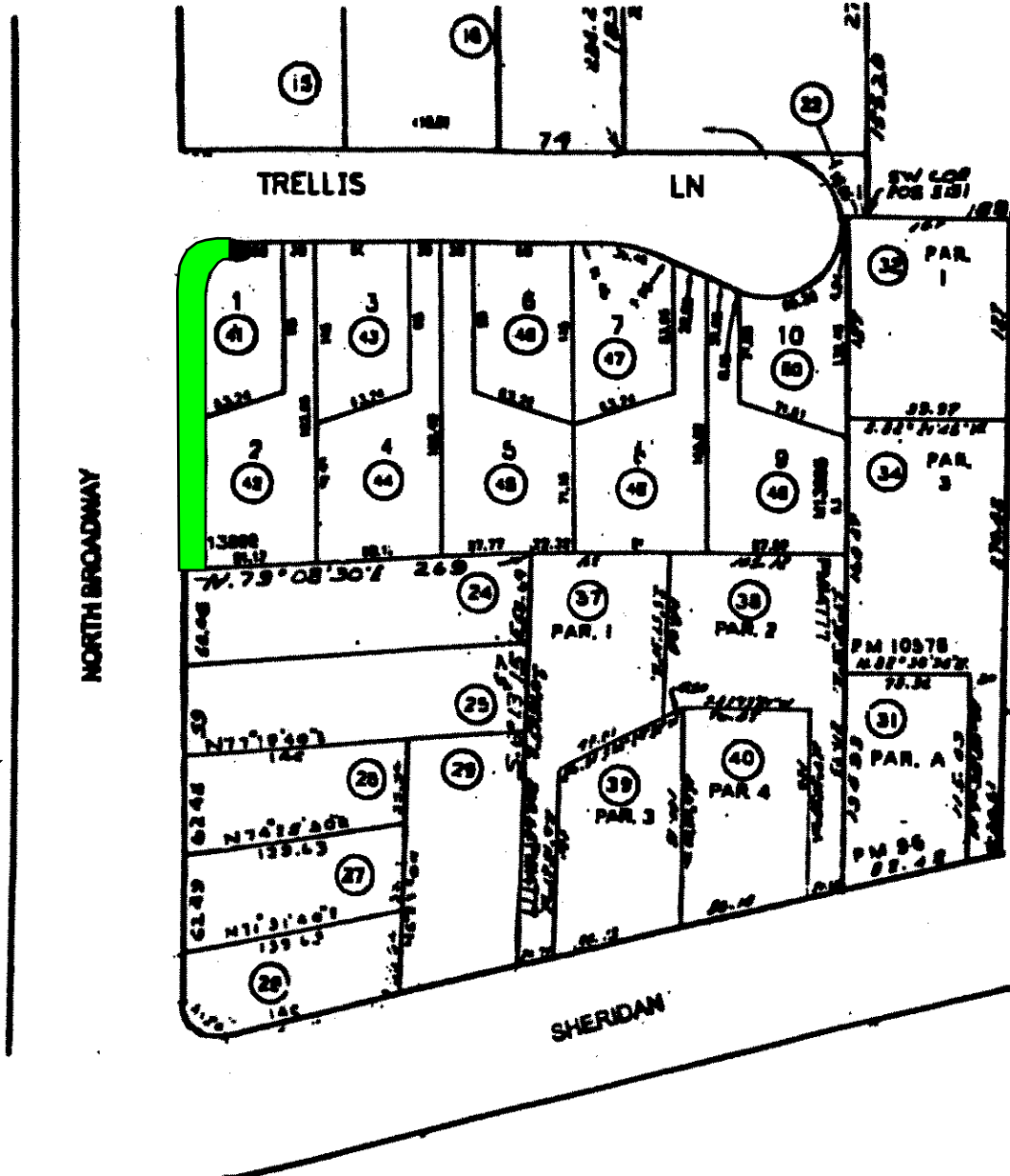


LMD Zone 14  
Lincoln



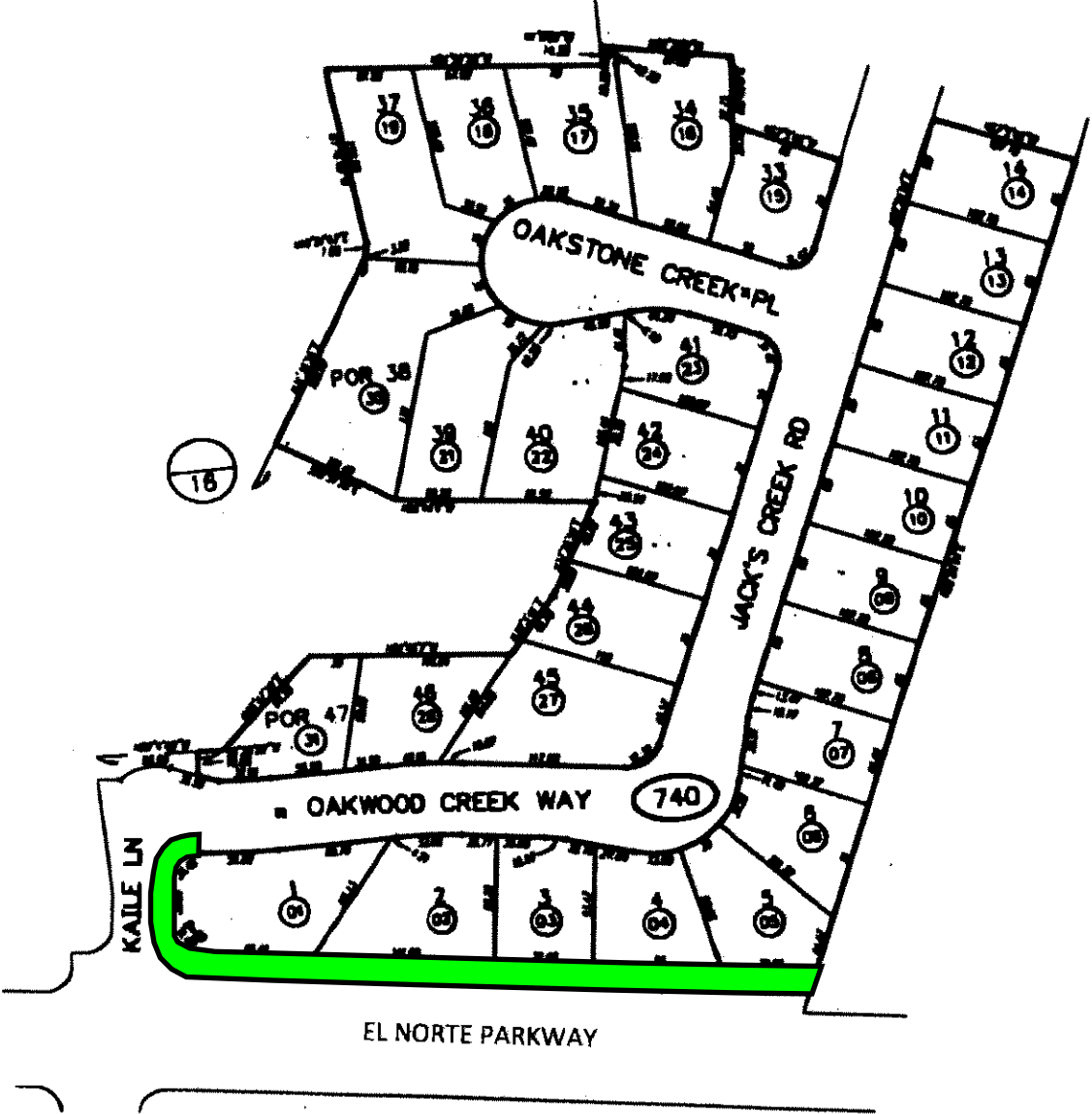
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 15  
Citrus/Washington



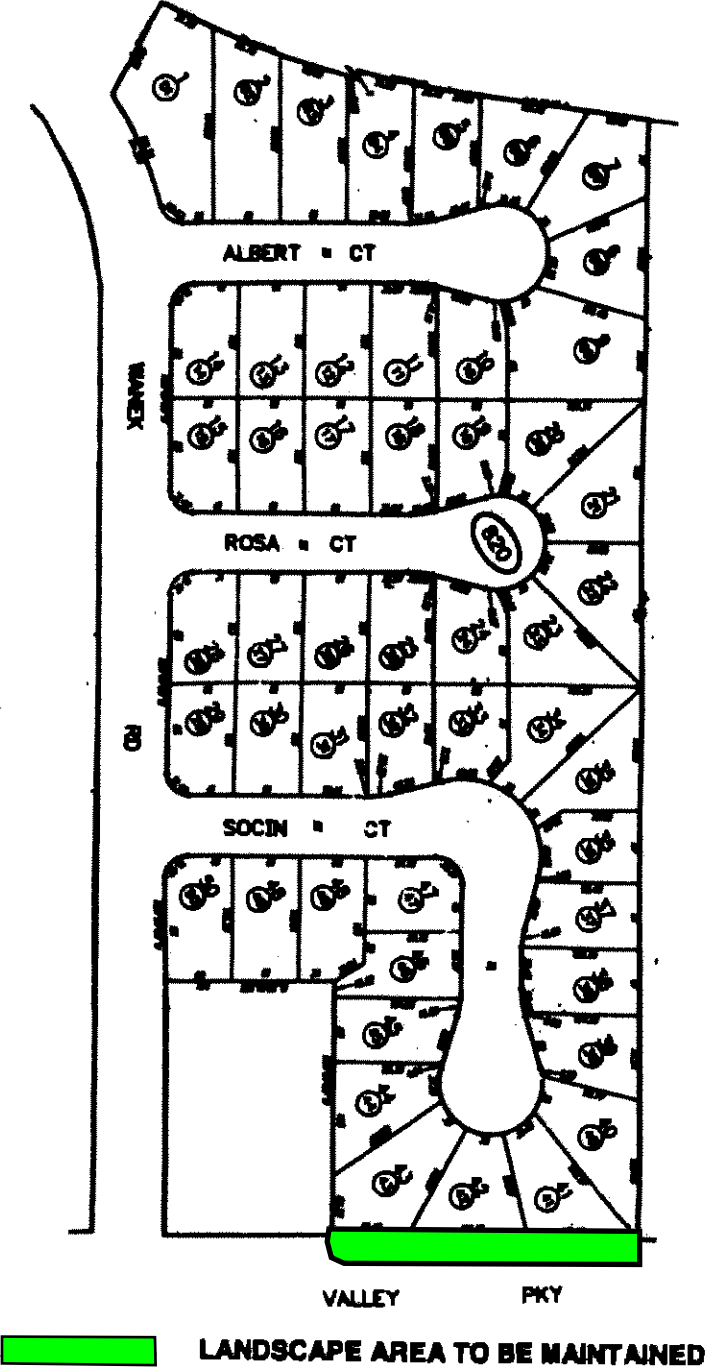
 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 16  
N. Broadway/Trellis

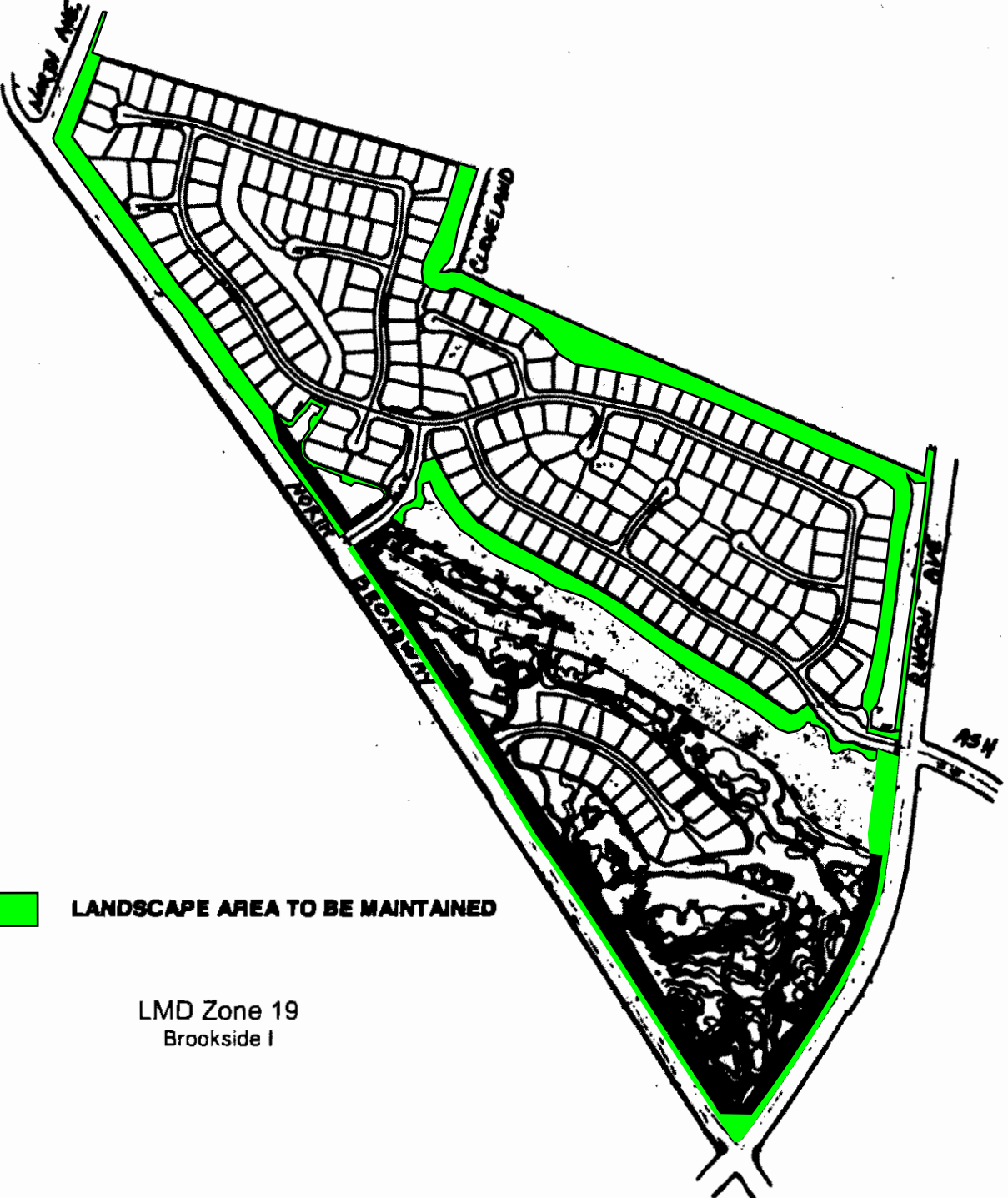


 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 17

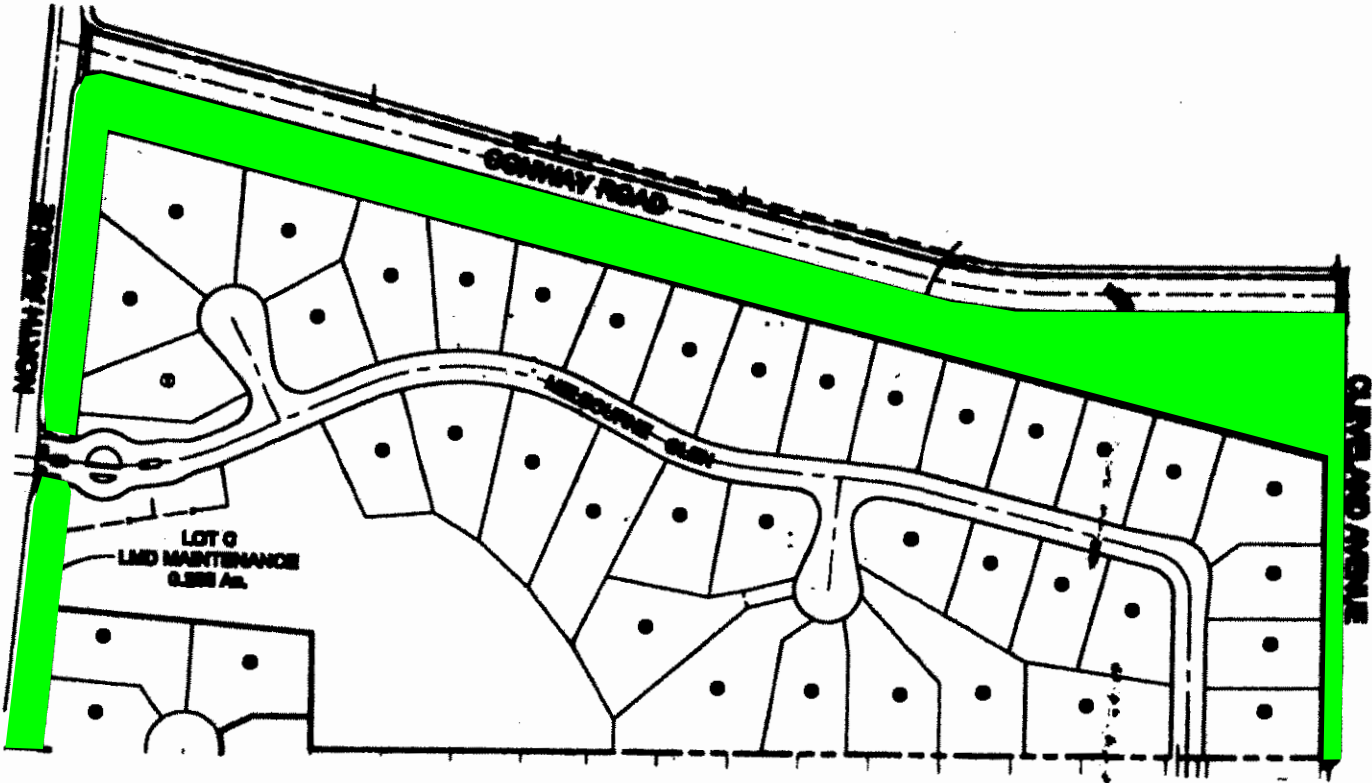


LMD Zone 18  
East Valley Parkway/Wanek



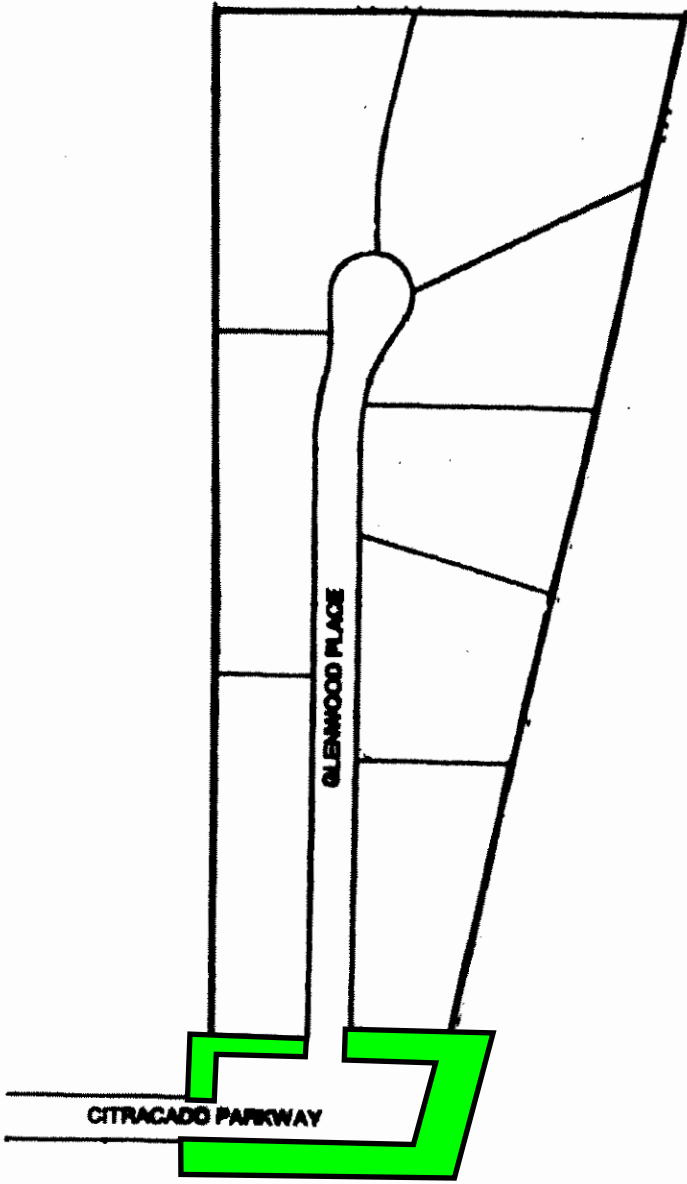
**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 19  
Brookside I



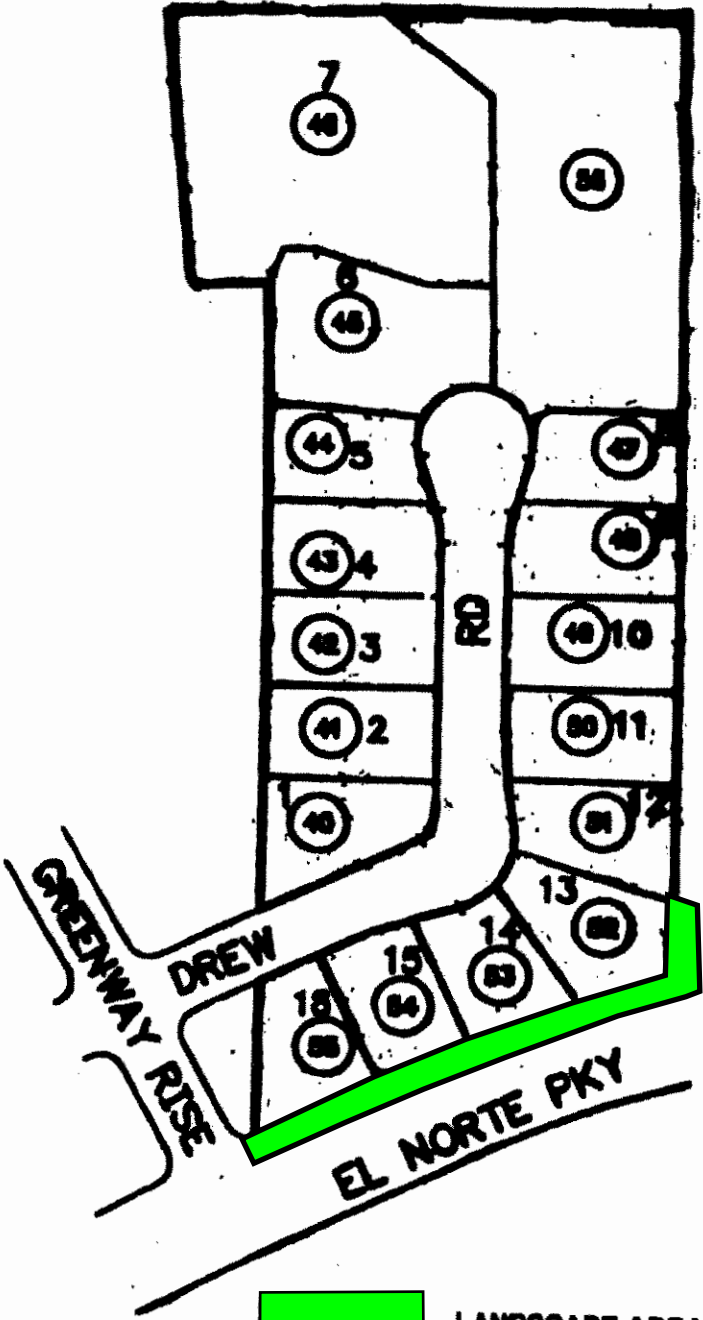
**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 19  
Brookside II



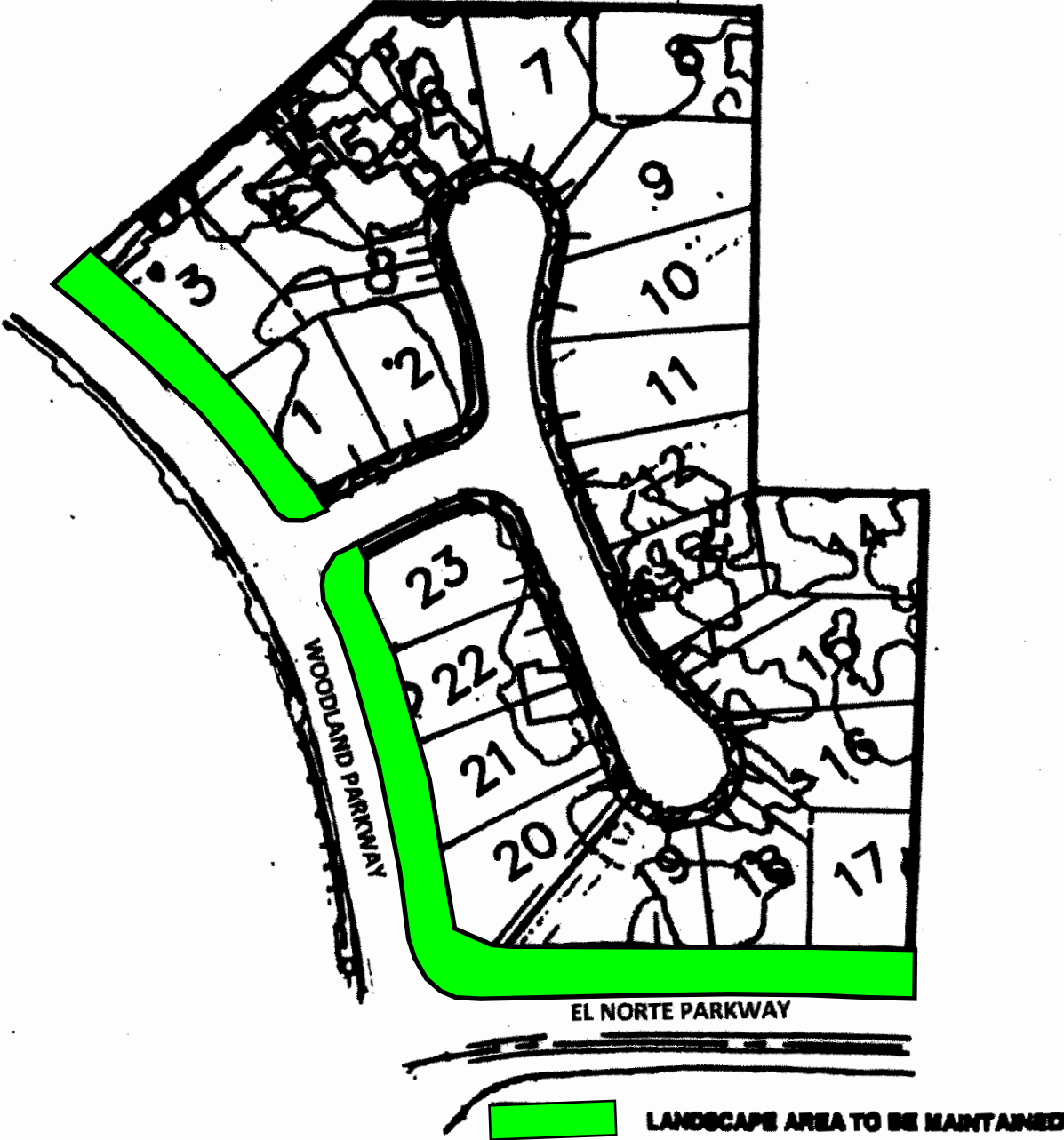
 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 20  
Citracado

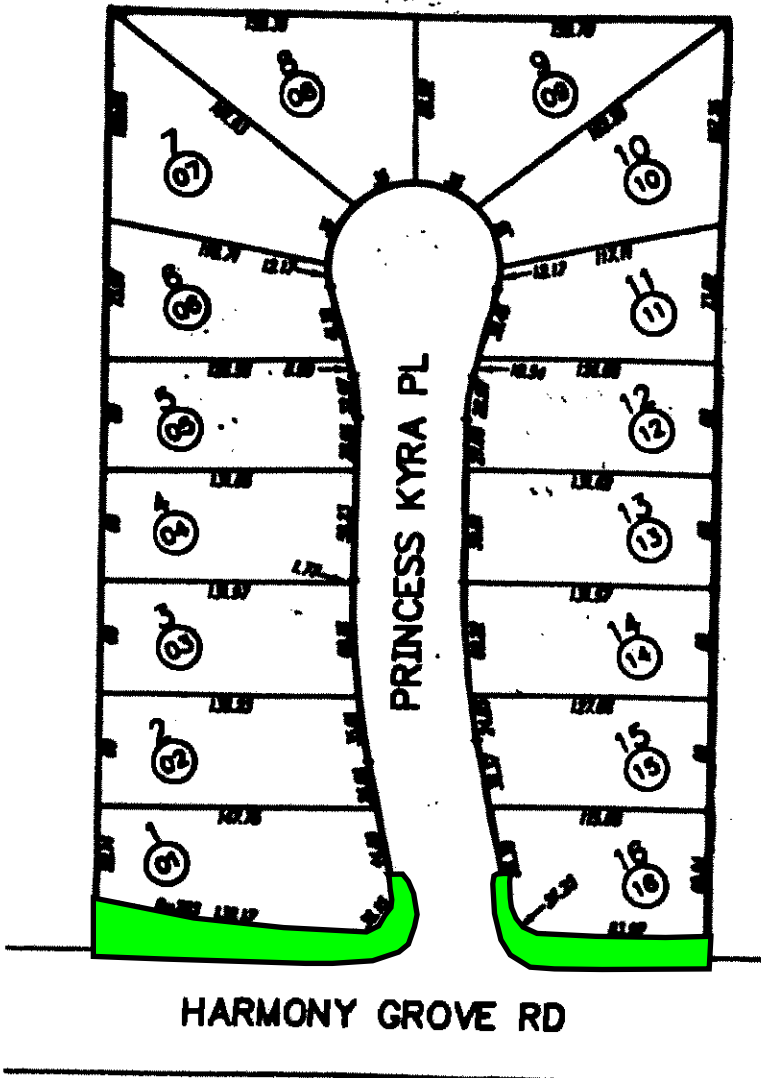


 **LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 21  
El Norte/Greenway

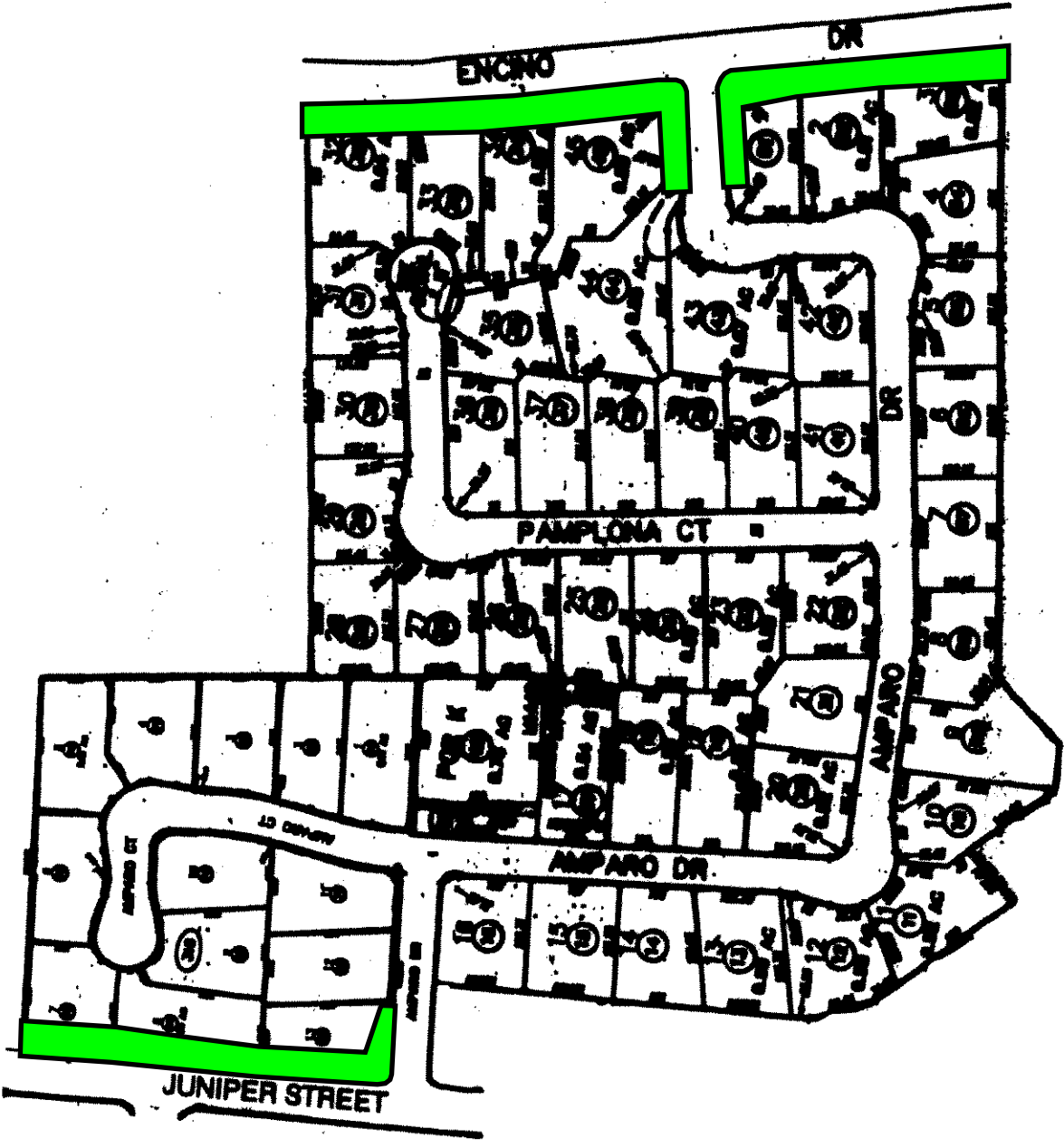


LMD Zone 22  
El Norte/Woodland



 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 23  
Harmony Grove

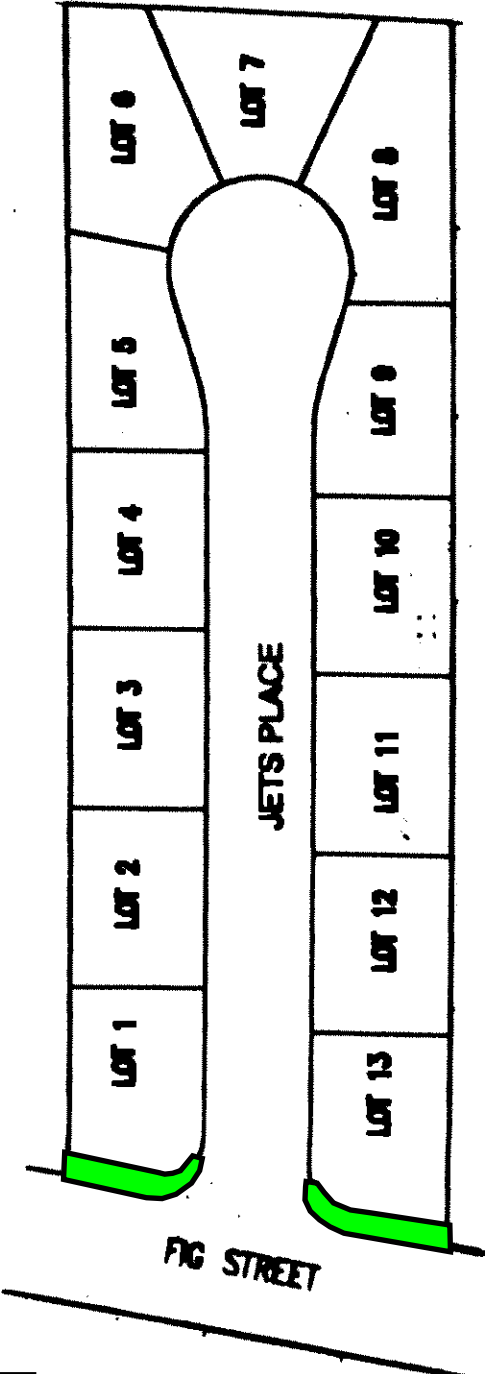


 LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 24  
Encino/Juniper

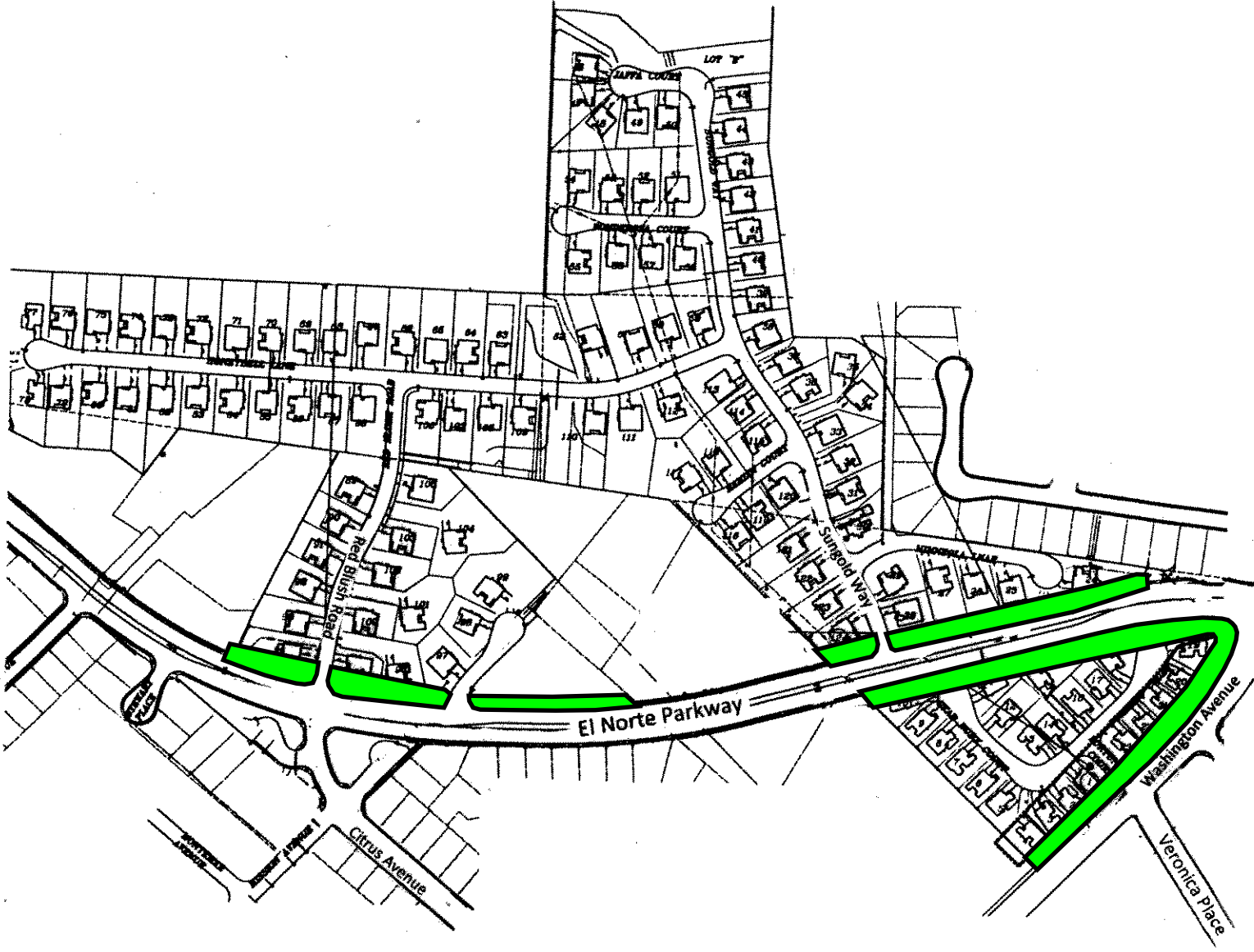


LMD Zone 25



**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 26  
Fig



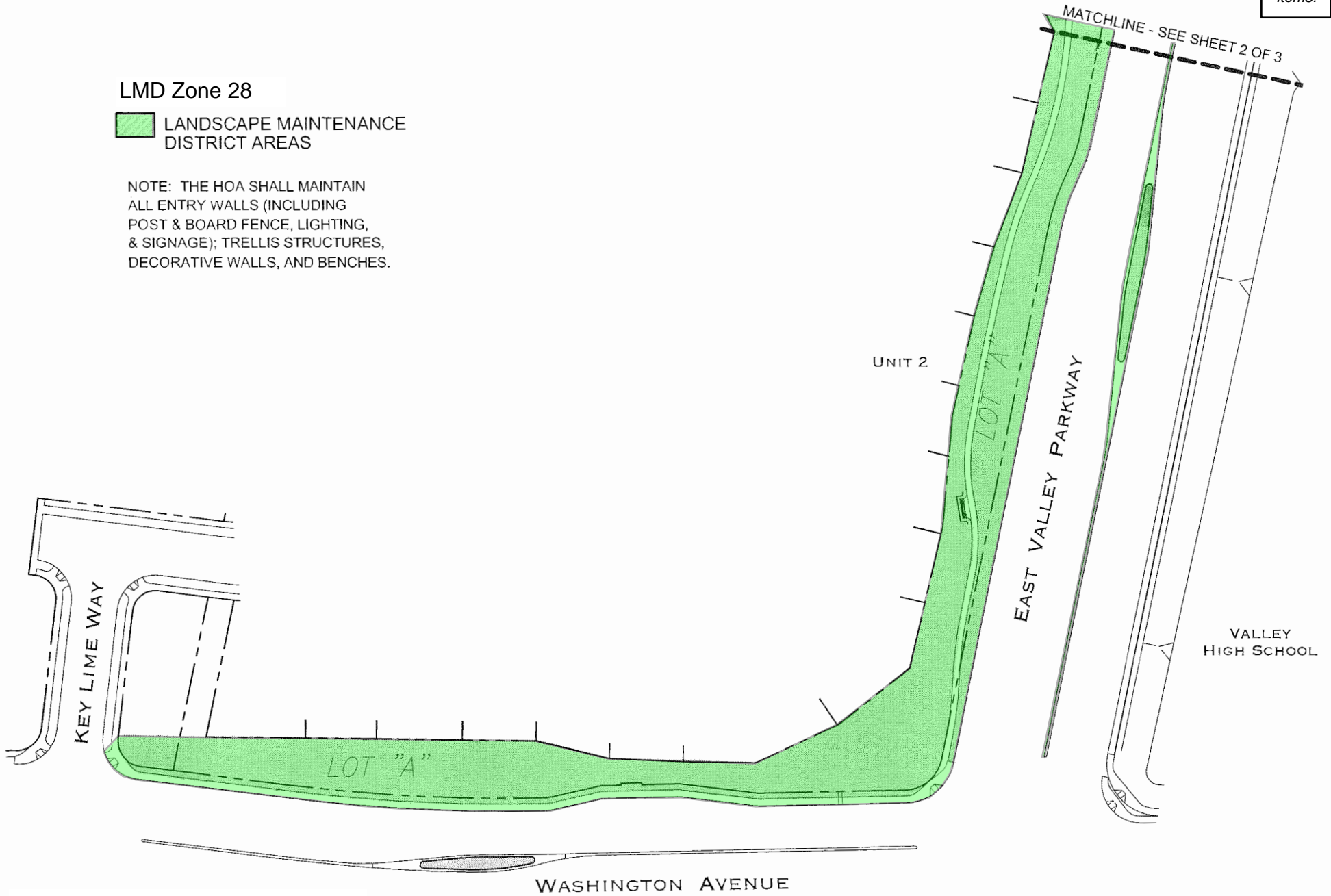
**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 27  
Washington Hills I  
(aka Chaparral Ridge & Glen)

### LMD Zone 28

 LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.



LMD ZONE 28  
Eureka Springs

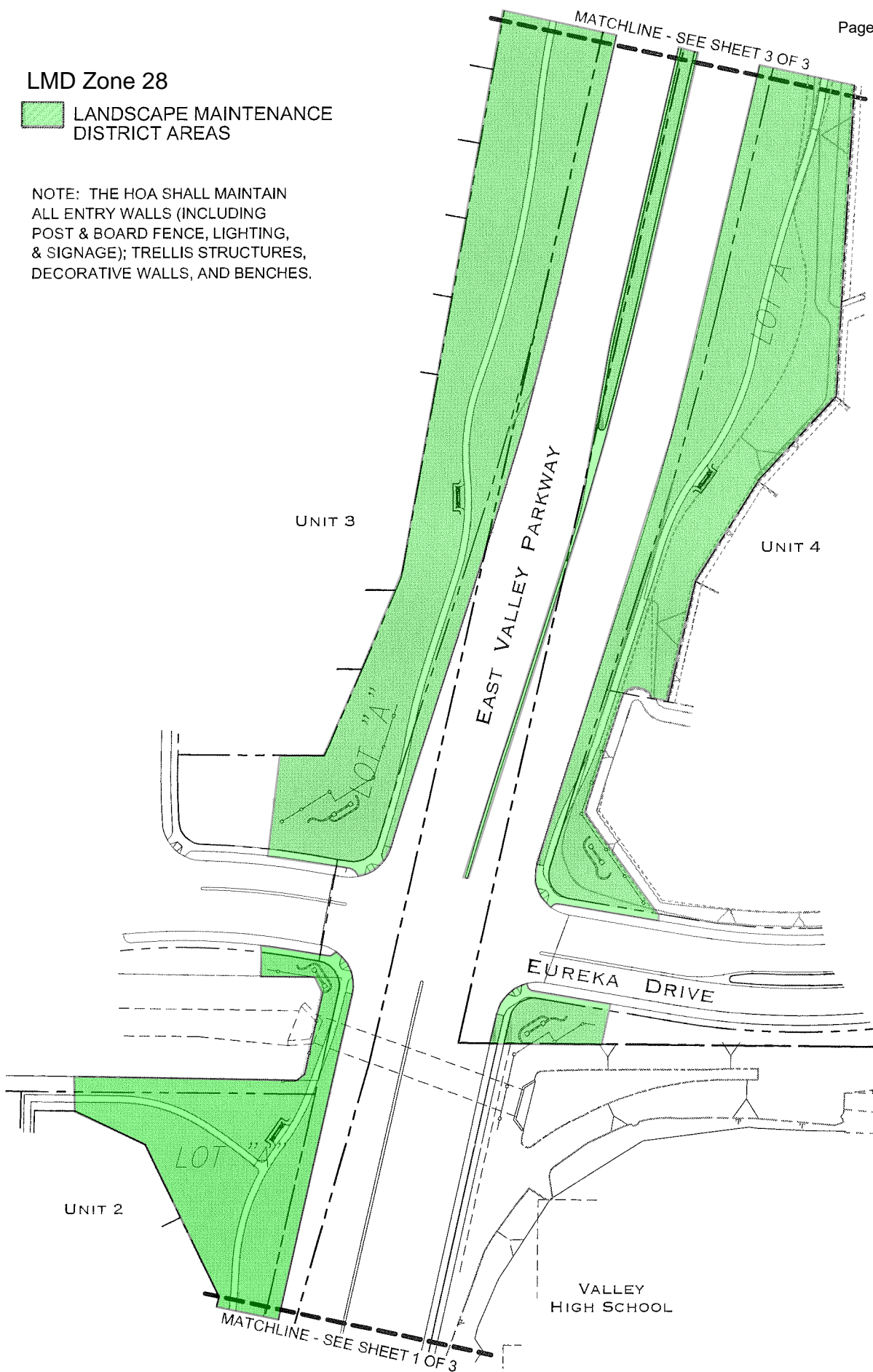
\* DEPICTION IS FOR ILLUSTRATIVE PURPOSE ONLY.  
AS-BUILT CONDITIONS WILL CONTROL.

Item 5.

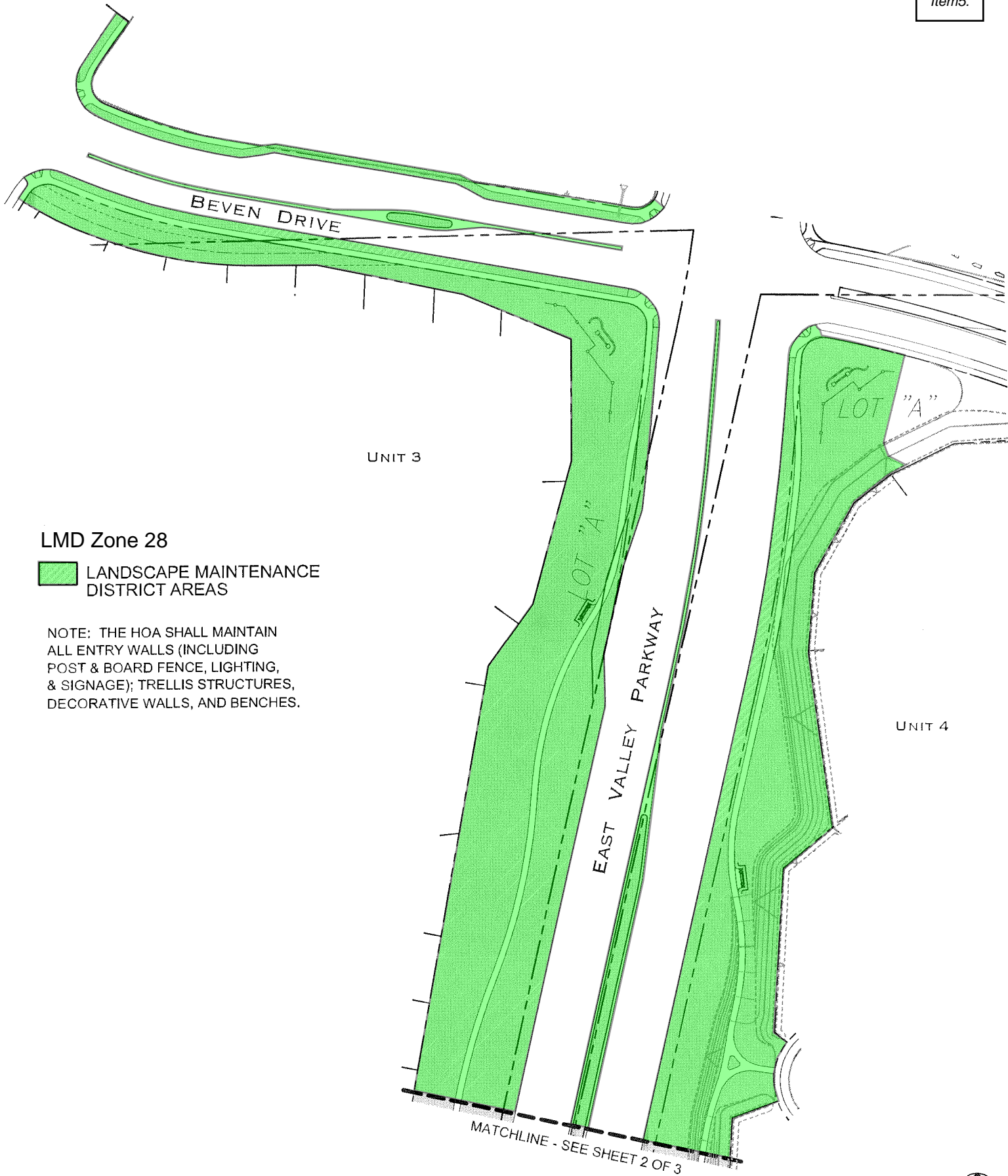
### LMD Zone 28

 LANDSCAPE MAINTENANCE DISTRICT AREAS

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LMD Zone 28 \* DEPICTION IS FOR ILLUSTRATIVE PURPOSES ONLY. AS-BUILT CONDITIONS WILL CONTROL.

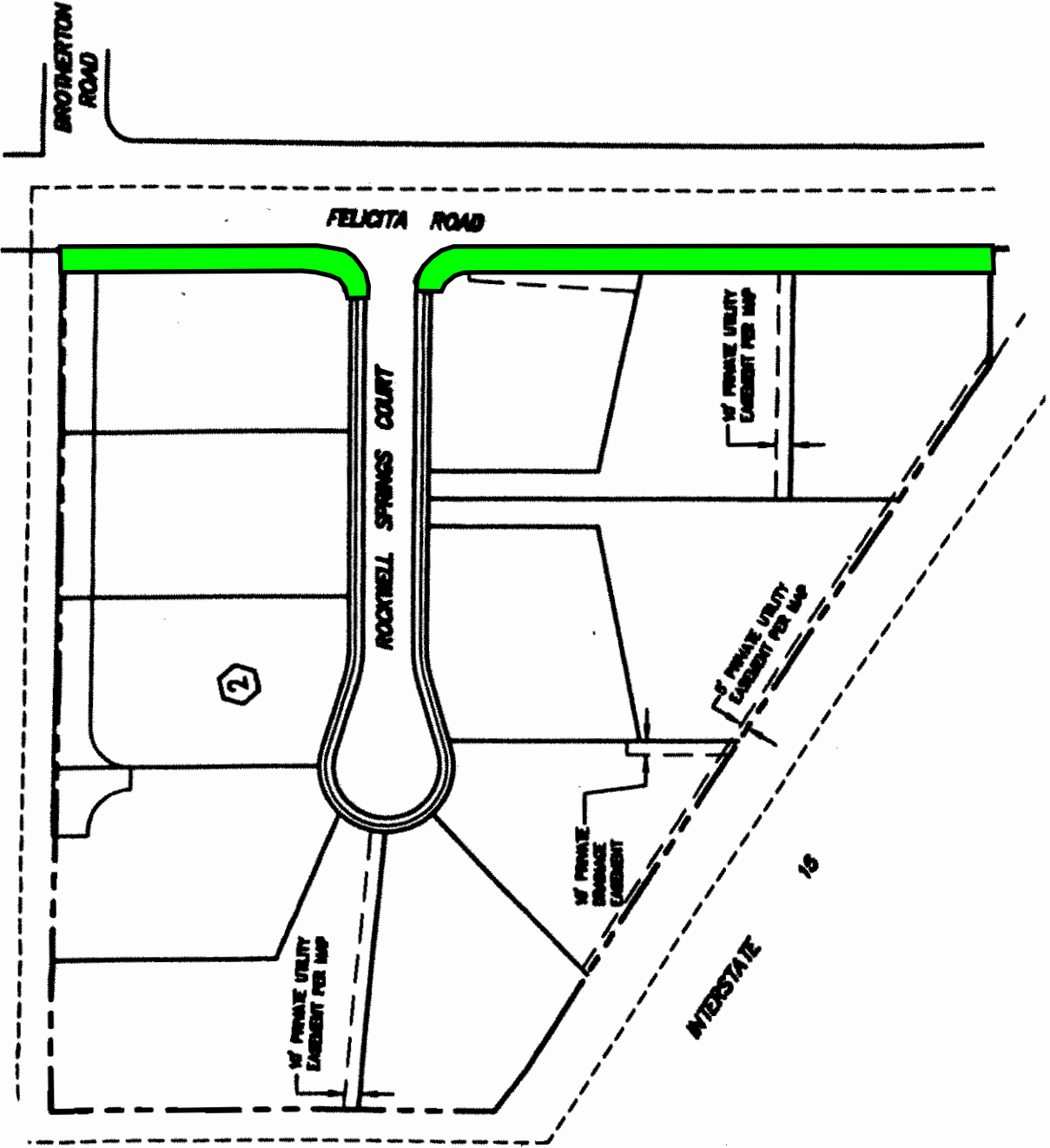


**LMD Zone 28**

 LANDSCAPE MAINTENANCE DISTRICT AREAS

NOTE: THE HOA SHALL MAINTAIN ALL ENTRY WALLS (INCLUDING POST & BOARD FENCE, LIGHTING, & SIGNAGE); TRELLIS STRUCTURES, DECORATIVE WALLS, AND BENCHES.

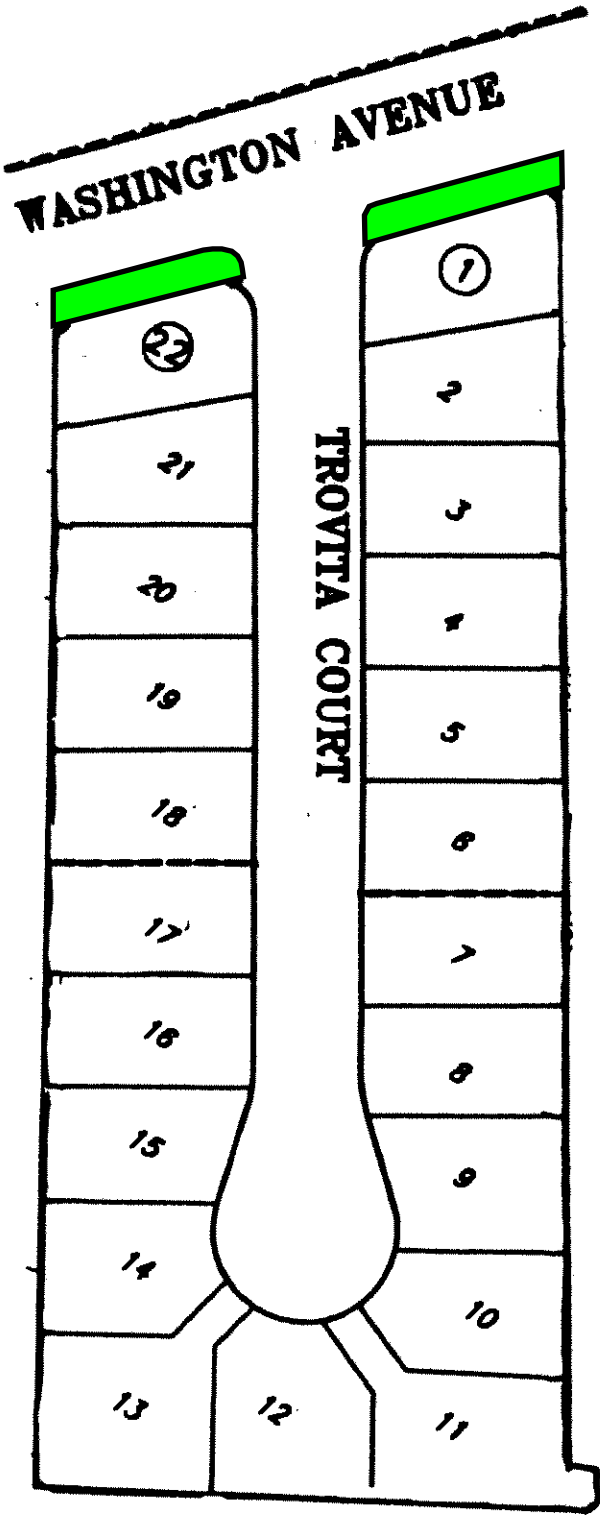
LMD Zone 28 \* DEPICTION IS FOR ILLUSTRATIVE PURPOSES ONLY. AS-BUILT CONDITIONS WILL CONTROL.  
Eureka Springs



LMD Zone 29  
Felcita Road

LANDSCAPE AREA TO BE MAINTAINED

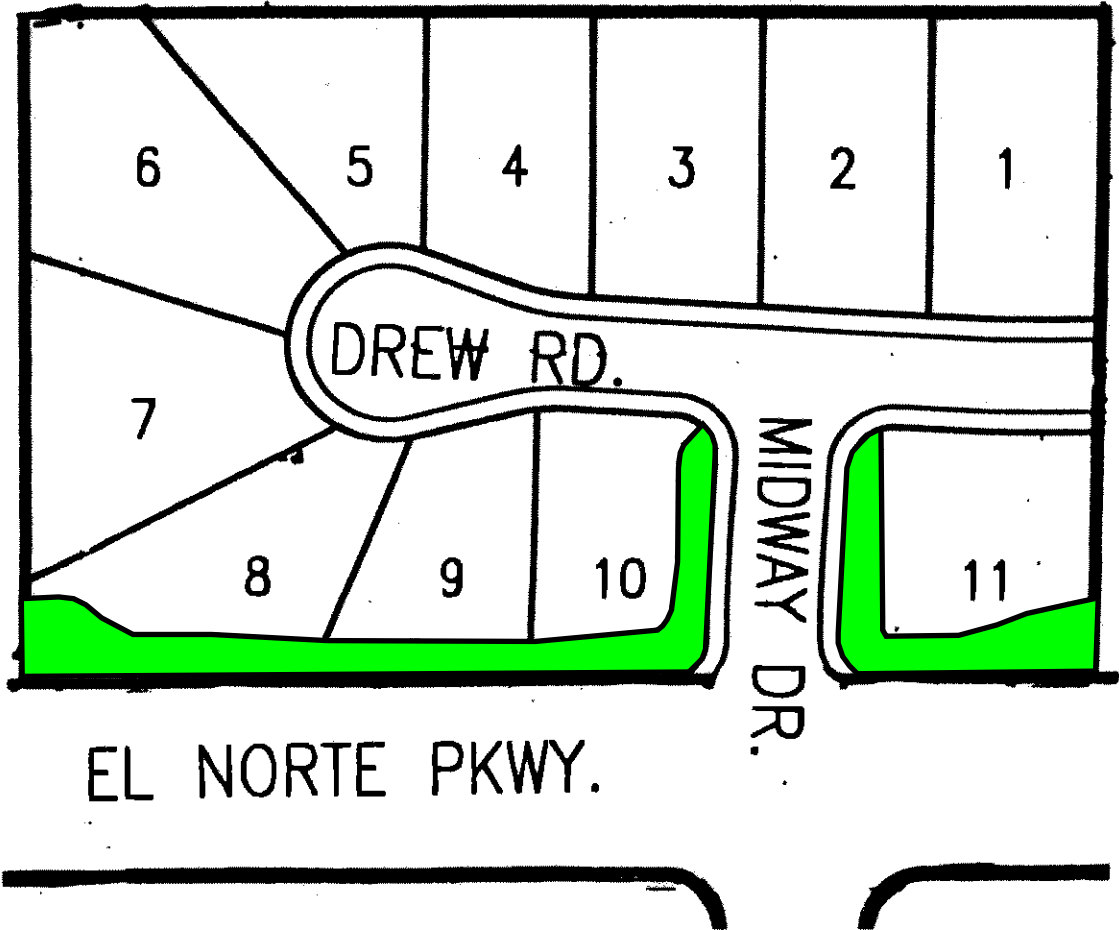




LMD Zone 32  
Washington Hills II  
(aka Chaparral Creek)

LANDSCAPE AREA TO BE MAINTAINED

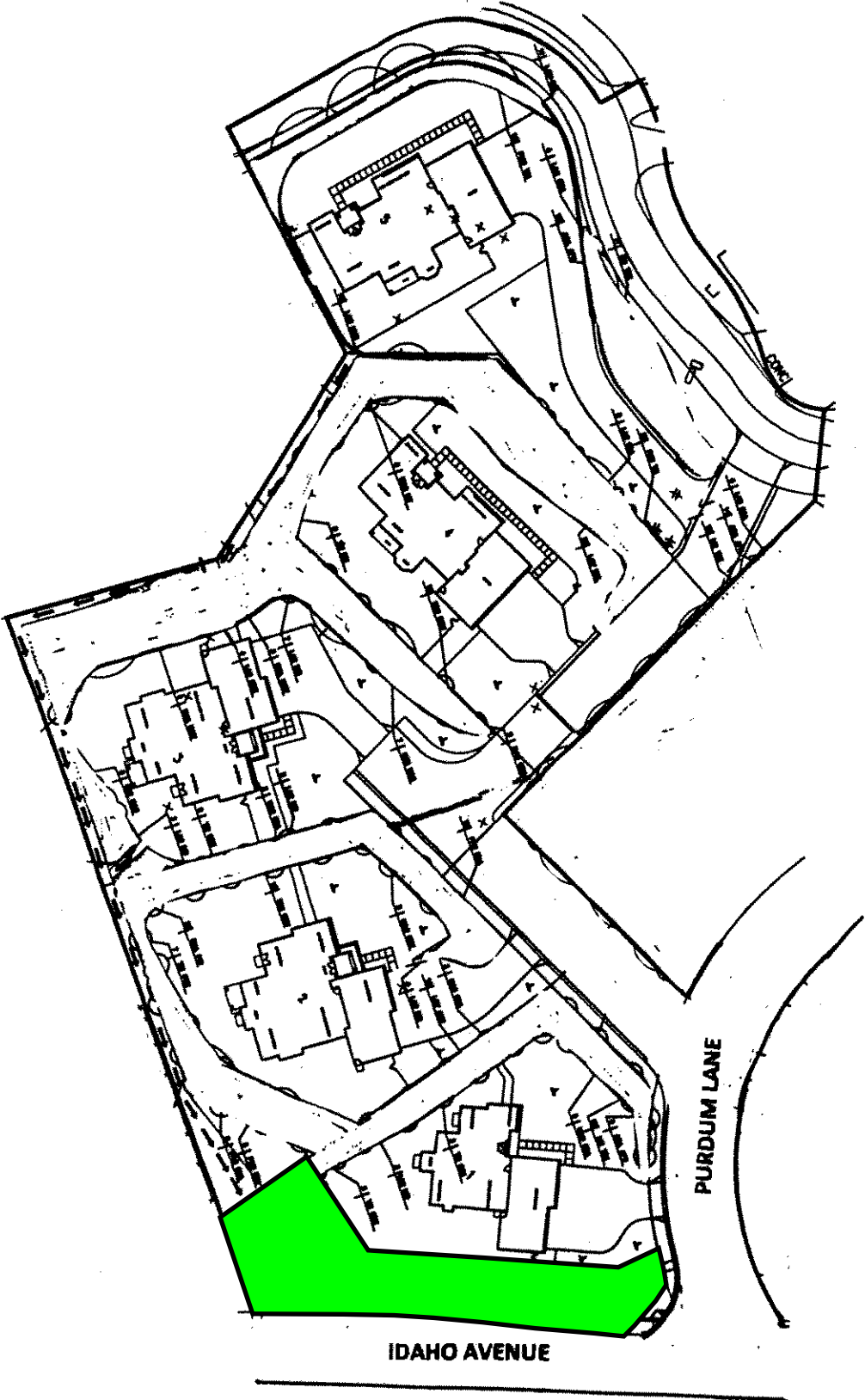




LANDSCAPE AREA TO BE MAINTAINED

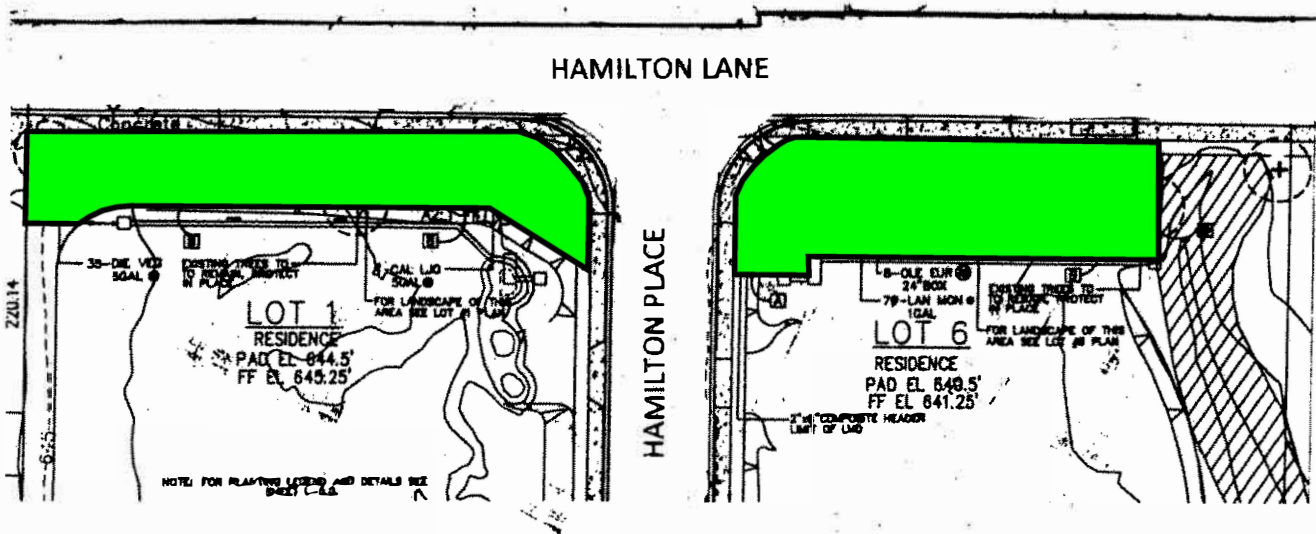


LMD Zone 33  
El Norte/Midway



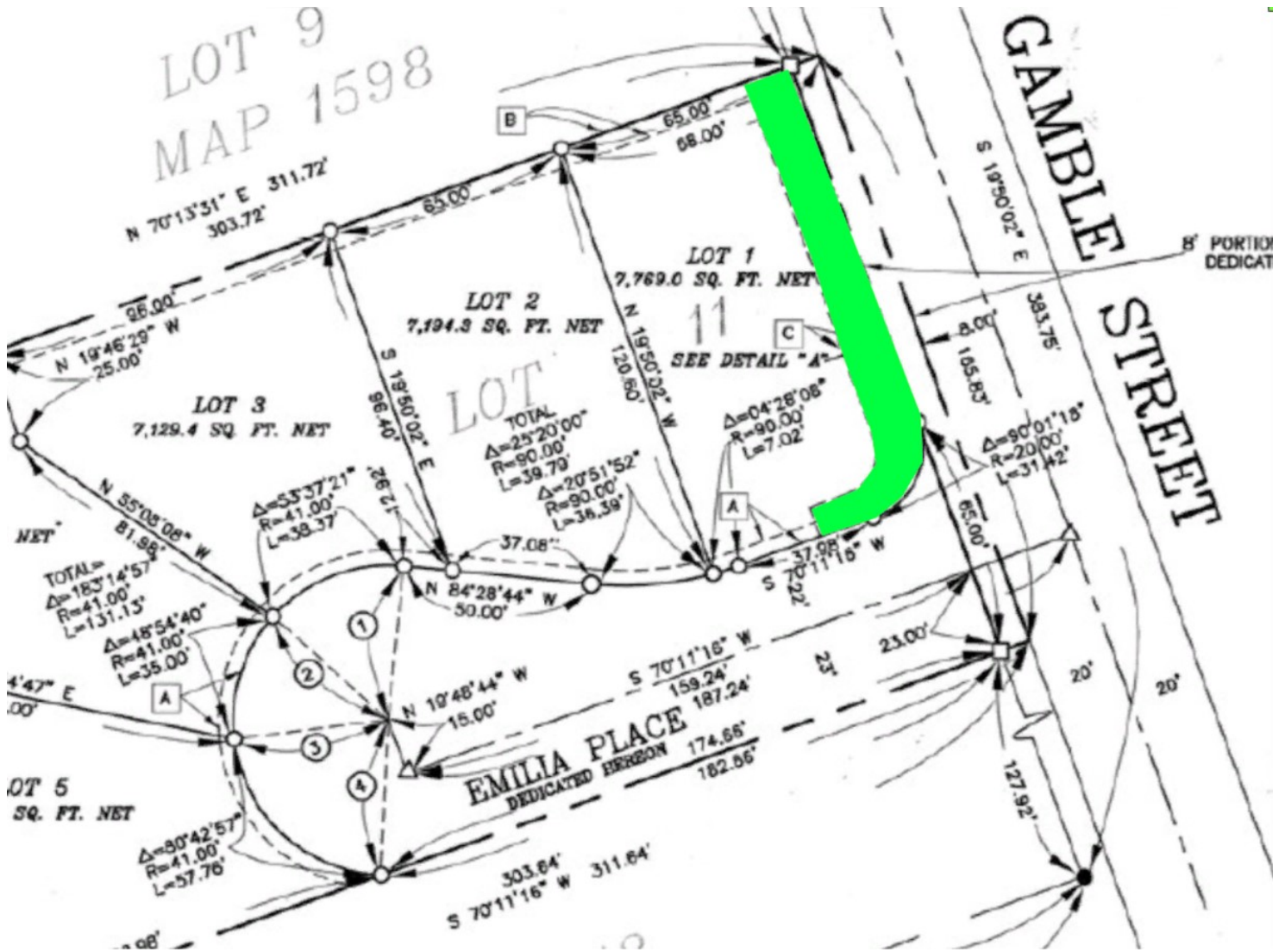
**LANDSCAPE AREA TO BE MAINTAINED**

**LMD Zone 34  
Idaho**



LANDSCAPE AREA TO BE MAINTAINED

LMD Zone 35  
Hamilton Lane

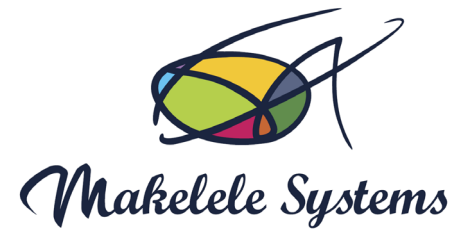


**LANDSCAPE AREA TO BE MAINTAINED**

LMD Zone 37

Gamble Street/ Emilia Place

**Exhibit 2 - Makelele Unit Price List**



Makelele Systems Landscape & Maintenance, Inc.  
 760.208.8749 \* CA. License No. 987557 \* QAL No. 145564 (B + C)  
 SOS Entity No. C3675404 \* DIR No. 1000028415  
 City of SD SLBE No. 14MS1248 \* SB (Micro - CA DGS) Cert No. 2012569  
 City of San Diego Business Tax Certificate No. B2015030954  
 Mailing Address: PO Box 2044, San Marcos, California 92079  
 makelele@makelelesystems.com

Date: 04 March 2026  
 Proposal No.: n/a  
 Project Name: City of Escondido General Services Pricing Sheet  
 Project Location: LMD Zones  
 Project Owner: City of Escondido  
 Admin Reference: TBD  
 Scope Reference: TBD

<u>Service Type</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Material Sum \$\$</u>	<u>Labor Sum \$\$</u>	<u>Combined Total \$\$</u>
Irrigation Repair	1804-SAM-PRS	Per Unit	\$14.50	\$30.00	\$44.50
Irrigation Repair	1806-SAM-PRS	Per Unit	\$22.50	\$30.00	\$52.50
Irrigation Repair	1812-SAM-PRS	Per Unit	\$26.50	\$30.00	\$56.50
Irrigation Repair	Nozzle with MP Rotator	Per Unit	\$7.50	\$25.00	\$32.50
Irrigation Repair	Replace Shrub Rotator (RainBid 5000S or equal)	Per Unit	\$15.00	\$25.00	\$40.00
Irrigation Repair	Replace 6" Rotor (RainBid 5006 SAM or equal)	Per Unit	\$20.00	\$30.00	\$50.00
Irrigation Repair	Replace 12" Rotor (RainBid 5012 SAM or equal)	Per Unit	\$23.00	\$35.00	\$58.00
Irrigation Repair	Replace 1" In-Line plastic remote control valve	Per Unit	\$95.00	\$175.00	\$270.00
Irrigation Repair	Replace 1.5" In-Line plastic remote control valve	Per Unit	\$135.00	\$240.00	\$375.00
Irrigation Repair	Replace 2" In-Line plastic remote control valve	Per Unit	\$195.00	\$300.00	\$495.00
Enhancement	Furnish and install one cubic yard of shredded mulch (standard)	Cubic Yard	\$20.00	\$60.00	\$80.00
Enhancement	Install one cubic yard of shredded mulch only	Cubic Yard	\$0.00	\$60.00	\$60.00
Enhancement	Furnish and install one cubic yard of premium mulch (gorilla hair or equal)	Cubic Yard	\$100.00	\$60.00	\$160.00
Enhancement	Furnish and install one cubic yard of bark	Cubic Yard	\$35.00	\$60.00	\$95.00
New Planting	Furnish and install 36" box tree with stakes, ties and amendments (standard / single)	Per Unit	\$1,195.00	\$475.00	\$1,670.00
New Planting	Furnish and install 24" box tree with stakes, ties and amendments (standard / single)	Per Unit	\$275.00	\$140.00	\$415.00
New Planting	Furnish and install 24" box tree with stakes, ties and amendments (premium / multi)	Per Unit	\$375.00	\$140.00	\$515.00
New Planting	Furnish and install 15-gallon tree with stakes, ties and amendments (standard / single)	Per Unit	\$155.00	\$85.00	\$240.00
New Planting	Furnish and install 15-gallon tree with stakes, ties and amendments (premium / multi)	Per Unit	\$155.00	\$85.00	\$240.00
New Planting	Furnish and install 15-gallon shrub with amendments	Per Unit	\$120.00	\$55.00	\$175.00
New Planting	Furnish and install 05-gallon shrub with amendments	Per Unit	\$28.00	\$40.00	\$68.00
New Planting	Furnish and install 01-gallon shrub with amendments	Per Unit	\$12.00	\$25.00	\$37.00
New Planting	Furnish and install 01 flat of groundcover and amendments	Per Unit	\$42.00	\$92.00	\$134.00
Enhancement	Stabilized California Gold - Desert Gold DG	Cubic Yard	\$115.00	\$140.00	\$255.00
Enhancement	Non-Stabilized California Gold - Desert Gold DG	Cubic Yard	\$75.00	\$140.00	\$215.00
Enhancement	2x4x16 Redwood edging	Per Unit	\$45.00	\$100.00	\$145.00



# STAFF REPORT

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April 15, 2026  
File Number 0830-20

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## SUBJECT

**PL26-0038: AUTHORIZATION REQUEST FOR A GENERAL PLAN AMENDMENT PROPOSED BY WARMINGTON RESIDENTIAL TO SUBMIT A PRIVATE DEVELOPMENT APPLICATION FOR PURPOSES OF CONSTRUCTING UP TO 126 MULTI-FAMILY DWELLING UNITS AT THE NORTHEAST CORNER OF MILLER AVENUE AND CITRACADO PARKWAY**

## DEPARTMENT

Planning Services, Development Services

## RECOMMENDATION

Request the City Council consider adoption of Resolution No. 2026-55 authorizing City staff to intake and process a General Plan Amendment to amend the adopted 2012 General Plan to facilitate construction of up to 126 multi-family units on a site with an existing General Plan land use designation of Planned Office (PO).

Staff Recommendation: Provide Direction (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Ivan Flores, AICP, Principal Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Drive Community and Land Development

## FISCAL ANALYSIS

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of a General Plan Amendment (“GPA”). Authorization to process the amendment application would have no direct fiscal impacts. The privately-initiated amendment application would be processed using existing staff resources with costs to be paid by the project proponent, applicant(s), and/or the future developer of the project site.

## PREVIOUS ACTION

None



# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

On, February 10, 2026, Matthew Esquivel (“Applicant”), on behalf of Warmington Residential, submitted a General Plan Amendment request to amend the existing General Plan land use designation for a property located at the northeast corner of Miller Avenue and Citracado Parkway (APNs: 236-360-31-00/236-360-32-00/236-360-15-00) (**Figure 1 – Subject Property**) (Attachment “1” – Applicant Request). The Applicant states that the purpose of the request is to facilitate a multi-family development comprised of attached townhomes for a total of 126 units (“Project”).

Pursuant to state law, a local agency may only amend state mandated chapters (including the Land Use element) four times in a calendar year. Planning Services is currently processing a number of General Plan Amendments throughout the City, and it is likely that GPA requests anticipated for decision in 2026 will be batched in order to comply with state law.

**Figure 1 – Subject Property**



### ANALYSIS

At this time, the Applicant requests authorization from the City Council to process the General Plan Amendment as required by Section 33-1261 (application, initiation, and fee) of the Escondido Zoning Code. If authorization is granted, City staff will intake the remaining fees necessary for the proposed project including but not limited to a Zone Map Amendment, Tentative Subdivision Map/Condominium Permit, Major Plot Plan and Design Review Permit and any necessary environmental review. Additional discretionary permits may be necessary to ensure compliance with the Escondido Municipal Code, General Plan, and all applicable policies, which may be requested upon review of the formal submittal. The merits of the actual development proposal will be analyzed at the time of a formal submittal, and will be brought to the City Council at a future date following a recommendation from the Planning Commission.

Existing General Plan Land Use Designation: The Property is currently within the Planned Office (PO) General Plan land use designation, and is identified within the Felicita Corporate Office Target Area (“Target Area”). A target area is defined in the General Plan as an area that implements smart growth principles that promote compact, walkable, development patterns in close proximity to transit and strong multi-modal connections.



# CITY of ESCONDIDO

## STAFF REPORT

The Target Area is bounded by Brotherton, Felicita, and Interstate 15 comprising a total of 87-acres (**Figure 2 – Target Area**); this area is characterized by low-intensity medical offices, single-family units, churches, agriculture, and vacant parcels. The “Guiding Principles” encourage new development in this Target Area that increase employment densities, seek to attract businesses with salaries that raise the City’s median income, and improve the jobs/housing balance. The Target Area’s principles also stipulate development that increases building height and intensities shall be located closer to the freeway in areas that are located further away from lower density residential uses to the north and east.

Proposed General Plan Land Use Designation: The Applicant requests an amendment to the existing General Plan land use designation from PO to Urban III (U3) which would permit up to 18 dwelling units per acre. The General Plan’s recommended urban characteristics for such land use designation consists of: highly interconnected linear street systems; a range of housing types and designs consistent with existing forms and patterns, where appropriate; larger parcels with multiple buildings; and multi-family development which includes common open space and recreational amenities. The General Plan also states that this land use designation is appropriate in proximity to major community facilities, and along major thoroughfares.

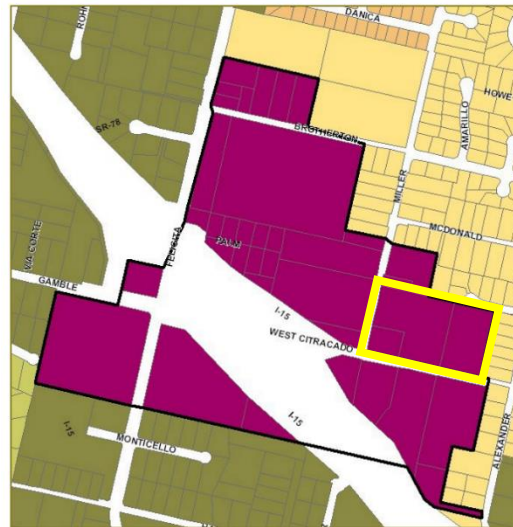
City staff will further evaluate the requested General Plan Amendment upon formal submittal, including but not limited to: a financial analysis related to the existing land use designation; compatibility and consistency with the Comprehensive Economic Development Strategy (CEDS); and the proposed land use designation as it relates to all chapters of the General Plan.

### ENVIRONMENTAL REVIEW

The action before the City Council is statutorily exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This agenda item involves the consideration of processing a General Plan Amendment application. This general direction does not have a legally binding effect on any possible future discretionary action. A future proposal will have to undergo environmental review pursuant to the CEQA Guidelines.

City staff will file a Notice of Exemption pursuant to the CEQA Guidelines (Attachment “2” – Notice of Exemption).

Figure 2 – Target Area





# CITY of ESCONDIDO

## STAFF REPORT

### CONCLUSION

At this time, City staff is requesting that the City Council provide direction on the request by Warmington Residential to amend the adopted 2012 General Plan to facilitate development of the proposed project. The City Council may approve Resolution No. 2026-55, authorizing Development Services to accept the application, or may deny the request to process such a request. The City Council may provide feedback to staff, as well as the Applicant, regarding the requested GPA. If the City Council grants authorization, City staff will review the General Plan Amendment and associated development proposal for conformance with the General Plan's policies and Quality-of-Life standards enshrined in the 2012 General Plan.

### RESOLUTIONS

- a. Resolution No. 2026-55

### ATTACHMENTS

- a. Attachment "1" —Applicant Request
- b. Attachment "2" —Notice of Exemption

## General Plan Amendment

Substantiation of Request  
(Policy 17.5 – Land Use Element)

Policy 17.5 of the City of Escondido General Plan requires that requests for General Plan Amendments be substantiated with written findings demonstrating that identified physical, social, or city-wide economic factors or changes have rendered the existing General Plan designation, policy statement, goal, or intent inappropriate from the standpoint of the general public welfare.

### Physical Factors

Physical conditions surrounding the subject property have evolved such that the existing General Plan designation no longer reflects the site's current urban context. The property is located along a major transportation corridor and is surrounded by existing urban development and public infrastructure. Continued application of a lower-intensity designation in this location is no longer consistent with the General Plan's direction for efficient and orderly urban development in urbanized areas.

This request is consistent with the following General Plan policies:

- **Community Character Policy 1.3 – Focus Development into Areas that Achieve Long-Term Goals**  
Focus development into areas where land use changes achieve the community's long-term goals and facilitate development consistent with the buildout vision for each area through efficient approval processes.
- **Community Character Policy 1.5 – Higher Densities Along Transportation Corridors**  
Maintain lower-intensity development patterns except in locations such as downtown, along major transportation corridors, and around commercial and public activity centers, where higher densities are more appropriate.

### Social Factors

From a social standpoint, the City of Escondido continues to experience increased demand for housing to accommodate population growth and changing household needs. The General Plan emphasizes channeling residential growth to areas where infrastructure and public services are available and encouraging compact urban development patterns. Retention of the existing designation limits the City's ability to respond to housing needs in a location well suited for residential development.

This request supports the following General Plan policies:

- **Housing Policy 1.4 – Channel Residential Growth to Served Areas**  
Channel residential growth to areas where the concurrent provision of services and facilities, including schools, parks, fire and police protection, and street improvements, can be assured.
- **Housing Policy 1.5 – Encourage Compact and Efficient Urban Form**  
Encourage a compact, efficient urban form that conserves land and natural resources, promotes transit, supports nearby commercial establishments, and takes advantage of existing infrastructure investments.

## City-Wide Economic Factors

From a city-wide economic perspective, maintaining the current General Plan designation constrains reinvestment in a site that is already urbanized and served by public infrastructure. The General Plan recognizes the importance of adapting land use policies where existing designations no longer align with market conditions or community needs. A General Plan Amendment would facilitate reinvestment, support construction-related employment, and contribute to the City's long-term fiscal health.

The proposed amendment is consistent with the following General Plan economic development policies:

- **Employment Acreage Policy 1.4 – Promote Quality Economic Development**  
Promote quality economic development that fosters job availability, economic revitalization, and tax revenues.
- **Employment Acreage Policy 1.5 – Encourage a Diversified Economic Base**  
Encourage a variety of economic activities in Escondido that diversify and balance the economic base and cushion the City's economy from downturns in any one sector or cyclical fluctuations.
- **Long-Term Economic Wellbeing Policy 8.1 – Revitalization of Underutilized Areas**  
Work with businesses and other stakeholders to identify and implement programs and measures for the revitalization and transition of underutilized and obsolete areas, including strategies that promote reinvestment.
- **Long-Term Economic Wellbeing Policy 8.2 – Redevelopment of Economically Marginal Areas**  
Encourage redevelopment of underutilized and economically marginal areas to support new investment, job creation, and long-term economic stability.

## Conclusion

Based on the identified physical, social, and city-wide economic factors, the existing General Plan designation is no longer appropriate for the subject property. Amendment of the General Plan would better align land use policy with existing conditions, demonstrated housing needs, and the City's long-term planning objectives. Therefore, the applicant respectfully requests that the City authorize initiation of the General Plan Amendment process in accordance with Policy 17.5. planning goals. Therefore, the applicant respectfully requests that the City authorize initiation of the General Plan Amendment process.

Attachment "2"



CITY OF ESCONDIDO  
PLANNING DIVISION  
201 NORTH BROADWAY  
ESCONDIDO, CA 92025-2798  
760-839-4671

**Notice of Exemption**

To: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101  
MS: A-33

From: City of Escondido  
Planning Division  
201 North Broadway  
Escondido, CA 92025

**Project Title/Case No:** General Plan Amendment Authorization/PL26-0038

**Project Location - Specific:** The property is located at the northeast corner of Miller and Citracado, and is bounded by Brotherton Road to the north, Alexander Drive to the east, and Interstate 15 to the west (APN: 236-360-31-00/236-360-32-00/236-360-15-00).

**Project Location - City:** Escondido **Project Location - County:** San Diego

**Description of Project:** Authorizing City staff to further process a General Plan Amendment to amend the City's land use map to change a subject property from Planned Office (PO) to Urban III (U3) to facilitate development of 126 multi-family dwelling units. The Project would allow for application intake and further processing of the General Plan Amendment and associated entitlements which are subject to further discretionary and environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines.

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:**

Name: Warmington Residential (C/O Matthew Esquivel)

Address: 3090 Pullman Street, Costa Mesa, CA 92626

Telephone: 714-434-4416

Private entity     School district     Local public Agency     State agency     Other special district

**Exempt Status:** The Project is statutorily exempt pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies).

**Reasons why project is exempt:** The Project is statutorily exempt from CEQA because it involves the authorization by the Escondido City Council to accept the intake and further review of a proposed General Plan Amendment and associated discretionary entitlements that will undergo a comprehensive environmental review consistent with the CEQA Guidelines. The granting of the authorization does not commit the lead agency to any future action associated with future discretionary application.

**Lead Agency Contact Person:** Ivan Flores, AICP

Area Code/Telephone/Extension: 760-839-4529

Signature: \_\_\_\_\_  
Ivan Flores, AICP  
Principal Planner

\_\_\_\_\_  
Date

Signed by Lead Agency  
 Signed by Applicant

Date received for filing at OPR:

RESOLUTION NO. 2026-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING FURTHER PROCESSING OF A GENERAL PLAN AMENDMENT TO FACILITATE A RESIDENTIAL DEVELOPMENT AT THE NORTHEAST CORNER OF MILLER AVENUE AND CITRACADO PARKWAY

APPLICANT: WARMINGTON RESIDENTIAL (C/O Matthew Esquivel)

CASE NO: PL26-0038

WHEREAS, on February 10, 2026, Warmington Residential (C/O Matthew Esquivel), filed a request to amend the City’s adopted 2012 General Plan to amend the existing General Plan Land Use Designation of Planned Office (PO) to Urban III (U3) for the subject property located at the northeast corner of W. Citracado Parkway and Miller Avenue (APNs: 236-360-31-00/236-360-32-00/236-360-15-00) within a single-family residential zoning district of Residential Estates (RE-20; 20,000 sq. ft. minimum lot sizes); and

WHEREAS, pursuant to Division 4 (Amendments and Zone Changes) of Article 61 (Administration and Enforcement) of the Escondido Zoning Code, the City Council shall authorize further processing of amendments to the City’s 2012 General Plan; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with principal responsibility for approving the proposed Project; and

WHEREAS, the Project is statutorily exempt from environmental review pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) since it merely involves consideration of

further processing of a development proposal which will undergo environmental review pursuant to the Guidelines; and

WHEREAS, the City Council held a duly noticed public meeting on April 15, 2026, as prescribed by law, at which time the City Council received and considered the Staff Report, dated April 15, 2026, with attachments, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;

b. Oral testimony from City staff, interested parties, and the public;

c. The City Council Staff Report, dated April 15, 2026, which is incorporated herein as though fully set forth herein;

d. Additional information submitted during the public meeting; and

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the City Council has reviewed the Notice of Exemption prepared for the Project, which is attached to the City Council Staff Report, dated April 15, 2026. The City Council, in its independent judgement, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies) in that future discretionary actions related to the development proposal shall be evaluated pursuant to the CEQA Guidelines.

3. The City Council hereby authorizes further processing of the General Plan Amendment as requested by the Applicant, subject to review for compliance with all applicable ordinances, and policies.



# STAFF REPORT

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April 15, 2026  
File Number 0830-20

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## SUBJECT

**PL26-0033: AUTHORIZATION REQUEST FOR A GENERAL PLAN AMENDMENT PROPOSED BY STORM PROPERTIES, INC. TO SUBMIT A PRIVATE DEVELOPMENT APPLICATION FOR CONSTRUCTING UP TO 82 MULTI-FAMILY DWELLING UNITS ON THE WEST SIDE OF MEYERS AVENUE**

## DEPARTMENT

Planning Services, Development Services

## RECOMMENDATION

Request the City Council consider adoption of Resolution No. 2026-56 authorizing City staff to intake and process a General Plan Amendment to amend the adopted 2012 General Plan to facilitate construction of up to 82 multi-family units on a site with an existing General Plan land use designation of LI (Light Industrial).

Staff Recommendation: Provide Direction (Development Services: Kevin Snyder, AICP, Director of Development Services)

Presenter: Ivan Flores, AICP, Principal Planner

**ESSENTIAL SERVICE** – Yes, Land Use/Development

**COUNCIL PRIORITY** – Drive Community and Land Development

## FISCAL ANALYSIS

For the purposes of this agenda item, the City Council will only be providing direction to staff on the processing of a General Plan Amendment (“GPA”). Authorization to process the amendment application would have no direct fiscal impacts. The privately-initiated amendment application would be processed using existing staff resources with costs to be paid by the project proponent, applicant(s), and/or the future developer of the project site.

## PREVIOUS ACTION

None



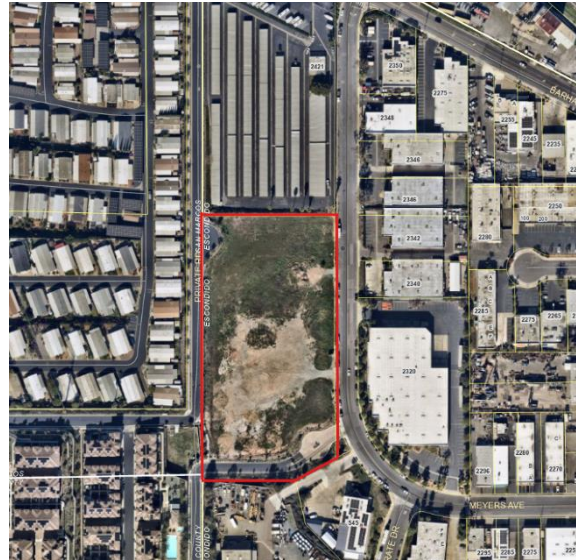
# CITY of ESCONDIDO

## STAFF REPORT

### BACKGROUND

On, February 9, 2026, Storm Bird (“Applicant”), on behalf of Storm Properties, Inc., submitted a General Plan Amendment request to amend the existing General Plan land use designation for a property located on the west side of Meyers Avenue (APN: 228-312-05-00) (**Figure 1 – Subject Property**) (Attachment “1” – Applicant Request). The Applicant states that the purpose of the request is to facilitate a multi-family development comprised of 62 attached townhomes and 20 detached units for a total of 82 units (“Project”).

**Figure 1 – Subject Property**



Pursuant to state law, a local agency may only amend state mandated chapters (including the Land Use element) four times in a calendar year. Planning Services is currently processing a number of General Plan Amendments throughout the City, and it is likely that GPA requests anticipated for decision in 2026 will be batched in order to comply with state law.

### ANALYSIS

At this time, the Applicant requests authorization from the City Council to process the General Plan Amendment as required by Section 33-1261 (Application, initiation, and fee) of the Escondido Zoning Code. If authorization is granted, City staff will intake the remaining fees necessary for the proposed project including but not limited to a Zone Map Amendment, Tentative Subdivision Map/Condominium Permit, Major Plot Plan and Design Review Permit, and any necessary environmental review. Additional discretionary permits may be necessary to ensure compliance with the Escondido Municipal Code, General Plan, and all applicable policies; which may be requested upon review of the formal submittal. The merits of the actual development proposal will be analyzed at the time of a formal submittal, and will be brought to the City Council at a future date following a recommendation from the Planning Commission.

Existing General Plan Land Use Designation: The Property is currently within the Light Industrial (LI) General Plan land use designation (**Figure 2 – General Plan Designation**), which accommodates a variety of activities in an industrial environment.

Light Industrial uses include light manufacturing, warehousing, distribution, assembly and wholesale uses in a more restrictive setting than the adjacent General Industrial Designation. The allowable uses are



# CITY of ESCONDIDO

## STAFF REPORT

intended to produce moderate daytime noise and minimal nighttime noise, with limited to no outdoor storage permitted.

The General Plan Industrial Land Use Goal for the area is to encourage a variety of industrial uses located and designed to assure compatibility with adjoining land uses offering diverse jobs for the community. Implementing characteristics include increased building heights to accommodate production and storage, buildings with more articulation, detailing, and fenestration on facades visible from major thoroughfares and freeways, landscaping and wall treatments that buffer from adjacent sensitive uses, and the development of pedestrian connections to nearby transit.

Proposed General Plan Land Use Designation: The Applicant requests an amendment to amend the existing General Plan land use designation from LI to Urban IV (U4) which would permit up to 24 dwelling units per acre. The General Plan recommended urban characteristics consist of highly interconnected linear street systems; range of housing types and design consistent with existing forms and patterns, where appropriate, larger parcels with multiple buildings, and multi-family development which includes common open space and recreational amenities. The General Plan also states that this land use designation is appropriate in proximity to major community facilities, and along major thoroughfares.

City staff will further evaluate the requested General Plan Amendment upon formal submittal, including but not limited to: a financial analysis related to the existing land use designation; compatibility and consistency with the Comprehensive Economic Development Strategy (CEDS); and the proposed land use designation as it relates to all chapters of the General Plan.

### ENVIRONMENTAL REVIEW

The action before the City Council is statutorily exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. This agenda item involves the consideration of processing a General Plan Amendment application. This general direction does not have a legally binding effect on any possible future discretionary action. A future proposal will have to undergo environmental review pursuant to the CEQA Guidelines.

City staff will file a Notice of Exemption pursuant to the CEQA Guidelines (Attachment "2" – Notice of Exemption).

### CONCLUSION

At this time, City staff is requesting that the City Council provide direction on the request by Storm Properties, Inc. to amend the adopted 2012 General Plan to facilitate development of the proposed project. The City Council may approve Resolution No. 2026-56, authorizing Development Services to accept the application, or may deny the request to process such a request. The City Council may provide feedback to staff, as well as the Applicant, regarding the requested GPA. If the City Council grants authorization, City staff will review the General Plan Amendment and associated development proposal.



# CITY of ESCONDIDO

## STAFF REPORT

for conformance with the General Plan’s policies and Quality-of-Life standards enshrined in the 2012 General Plan.

### RESOLUTIONS

- a. Resolution No. 2026 –56

### ATTACHMENTS

- a. Attachment “1” – Applicant Request
- b. Attachment “2” – Notice of Exemption

**Re: Request for City Council Acceptance of a General Plan Amendment (GPA) and Zone Change****APNs 228-312-05-00 and 228-312-06-00****From Planned Development Industrial (PD-I) to High-Density Multi-Family Residential Urban IV (R-4)****Project Description:**

The subject property was previously approved for a Planned Development Industrial project consisting of a 67,300-square-foot industrial building with associated truck loading bays and employee parking. Following approval, the property owner conducted further due diligence and determined that the project could not advance to construction drawings due to exceptionally high grading costs. These costs are driven by extensive shallow bedrock and the need for significant blasting and earthwork to create large, level pads capable of supporting an industrial structure and accommodating truck circulation.

Given the site's proximity to existing residential uses, the required blasting operations, heavy truck activity, and overall development costs render industrial development financially and practically infeasible. Market conditions further indicated no tenant interest in industrial uses at this location. As a result, industrial development is no longer viable on the site.

The applicant therefore proposes a General Plan Amendment to allow for a High-Density Residential Urban IV development along Meyers Avenue near Barham Drive. Residential development allows the site to be designed in a stepped configuration that accommodates the approximately 40-foot grade differential from the rear to the front of the property. This design approach minimizes blasting and earthwork by responding to the existing topography and bedrock conditions.

The proposed project consists of 82 for-sale townhome units, including 62 attached and 20 detached units. Of these, 51 units include standard two-car garages and 31 units utilize two-car tandem garages. The project provides 19 guest parking spaces, resulting in a total of 183 parking spaces. Approximately 53,494 square feet of usable open space is proposed, including common amenities consistent with recently approved condominium developments in Escondido. The residential design is compatible with surrounding residential uses and utilizes the existing driveway connection serving the adjacent residential development.

## **PD-I Zoning Constraints Versus Residential Zoning**

Extensive due diligence identified several physical constraints that have contributed to the property's long-term vacancy, including widespread shallow bedrock and an approximately 40-foot grade differential across the site from southwest to northeast.

Geotechnical investigations confirmed that the site contains substantial quantities of dense bedrock at shallow depths that cannot be removed using conventional earthwork equipment. Industrial development would require large, flat pad areas for buildings, truck maneuvering, and circulation. Achieving these pads would necessitate extensive blasting and off-site export of material, resulting in significant financial, environmental, and neighborhood impacts incompatible with the surrounding residential context.

By contrast, residential development particularly multi-family or townhome projects can be designed to respond to the site's topography. Buildings may be clustered and connected by internal driveways, with open space and retaining walls used to step down the site. This approach substantially reduces grading and blasting requirements and allows development to avoid areas with the highest concentration of shallow bedrock. Residential use is therefore far more compatible with the site's physical constraints and surrounding land uses and would reduce construction-related environmental impacts.

## **Project Benefits**

### **Vehicle Miles Traveled (VMT) and Pedestrian Improvements**

The project includes widening the curb, gutter, and sidewalk to approximately 4.5 feet along the west side of Meyers Avenue to Barham Drive. This improvement establishes a safe pedestrian connection to Barham Drive and the Nordahl Road SPRINTER Station, an improvement not required under the previously approved PD-I entitlement.

The project is anticipated to screen out from VMT impacts based on the following factors:

- Floor Area Ratio (FAR) of 0.75 or greater
- Parking provided at or near minimum required levels
- Consistency with SANDAG's most recent Sustainable Communities Strategy
- No displacement of affordable housing units
- New sidewalk infrastructure facilitating pedestrian and bicycle access to transit

The site's location within one-half mile of the Nordahl Road SPRINTER Station makes it exceptionally well-suited for higher-density residential development. Few properties in North County, including Escondido, meet this proximity criterion. Rezoning this underutilized

site supports transit ridership and aligns with state and regional goals to reduce VMT and promote alternative transportation modes.

### **Land Use Compatibility**

While the immediate area to the east and north is predominantly developed with light industrial uses, the project shares its western boundary with similarly dense multi-family residential development and a mobile home community within the City of San Marcos.

Industrial development on this site presents inherent compatibility issues due to adjacency with residential uses. Industrial zoning requires loading docks and truck operations that would face nearby homes, resulting in noise, lighting, and operational impacts incompatible with residential sensitivity. These conflicts significantly reduce the site's desirability for industrial users and support the case for residential redevelopment. The proposed project also contributes toward the City's RHNA housing objectives and broader housing needs.

### **Utility Infrastructure**

As part of early due diligence, the applicant retained KWC Engineers to evaluate potential water and sewer impacts. KWC determined that although residential water demand may be slightly higher than existing conditions, it would not exceed infrastructure capacity. Fire flow requirements drive water system sizing, and the previously approved industrial project required approximately 4,000 gallons per minute (gpm), compared to approximately 1,500 to 2,500 gpm for the proposed residential project. Therefore, no water infrastructure upgrades are anticipated.

KWC also evaluated sewer impacts and concluded that the proposed residential project would not require sewer infrastructure upgrades. While average and peak flows would increase compared to the industrial project, the existing system has sufficient capacity. All flows drain to the Opper Lift Station, which was operating at approximately 10 percent capacity per the 2012 Sewer Master Plan. The City of Escondido Utility Department reviewed and confirmed these findings.

### **Residential Fiscal Impact**

A fiscal impact analysis indicates that the proposed residential project would generate approximately \$225,500 in annual recurring revenues to the City's General Fund. Annual General Fund expenditures are estimated at approximately \$179,745, resulting in a net annual surplus of approximately \$45,755. Approval of the General Plan Amendment would therefore create a positive fiscal impact for the City, with benefits anticipated to be realized within two to three years upon project development.

## Environmental Analysis

Overall, as shown in Table 1, the residential project is expected to result in equal or reduced impacts across environmental resource areas. In several key areas including air quality, energy, hazards, noise, transportation, and overall site conditions, the residential project is expected to provide a lower-impact alternative, while also supporting sustainability goals through features such as solar panels and EV charging infrastructure. During the construction period, the proposed residential project would not require blasting, which would reduce air quality emissions, noise, and vibration impacts specifically related to the blasting activities that were analyzed under the original project.

Table 1:

Category	Industrial Project	Residential Project
Aesthetics	Less than Significant	<
Agriculture and Forestry Resources	No Impact	=
Air Quality	Less than Significant	<
Biological Resources	Less than Significant	=
Cultural Resources	Less than Significant	=
Energy	Less than Significant	<
Geology and Soils	Less than Significant	=
Greenhouse Gas Emissions	Less than Significant	=
Hazards and Hazardous Materials	Less than Significant with Mitigation Incorporated	<
Hydrology and Water Quality	Less than Significant	=
Land Use and Planning	Less than Significant	=
Mineral Resources	No Impact	=
Noise	Less than Significant with Mitigation Incorporated	<
Population and Housing	Less than Significant	=
Public Services and Recreation	Less than Significant	=
Transportation	Less than Significant with Mitigation Incorporated	<
Tribal Cultural Resources	Less than Significant with Mitigation Incorporated	=
Utilities and Service Systems	Less than Significant	=
Wildfire	Less than Significant with Mitigation Incorporated	=
< impacts would be less than the approved project > impacts would be greater than the approved project = similar level of impact to the approved project		

## General Plan Amendment Policy 17.5 – Required Findings

Pursuant to General Plan Amendment Policy 17.5, the applicant submits the following findings demonstrating that physical, social, and city-wide economic conditions have materially changed since adoption of the existing General Plan designation, rendering the Planned Development Industrial designation inappropriate from the standpoint of general public welfare.

**Physical Conditions.** Subsequent geotechnical investigations identified extensive shallow bedrock and an approximately 40-foot grade differential across the site. These conditions substantially constrain industrial development, which requires large, flat building pads and truck maneuvering areas. Development under the current designation would require extensive blasting and mass grading, resulting in impacts incompatible with surrounding residential uses. These physical conditions represent a material change affecting land use suitability.

**Social and Community Context.** The site directly abuts established residential neighborhoods and multi-family development. Over time, incompatibilities between industrial operations and nearby residential uses—particularly noise, lighting, truck circulation, and operational hours—have become increasingly pronounced. Community and state priorities have also shifted toward increasing housing supply in transit-accessible locations, improving walkability, and reducing automobile reliance. The proposed residential use aligns with these evolving social conditions.

**City-Wide Economic and Policy Conditions.** Since adoption of the existing designation, state and regional policies have emphasized infill housing, VMT reduction, and transit-oriented development. Market conditions further demonstrate that industrial development is no longer viable at this location due to site constraints and limited tenant demand. In contrast, the proposed residential project provides a positive fiscal impact to the City while supporting RHNA objectives and long-term economic sustainability.

Collectively, these physical, social, and economic changes substantiate that the existing Planned Development Industrial designation no longer serves the general public welfare and that the requested Urban IV designation is appropriate, timely, and consistent with current planning objectives.

### **Conclusion**

Based on the environmental, fiscal, land-use compatibility, transit accessibility, and housing-need benefits outlined above, the applicant respectfully requests preliminary approval of the General Plan Amendment and Zone Change application from Planned Development Industrial to Urban IV. Approval would allow the applicant to submit detailed technical studies and plans for City staff review and subsequent consideration by the Planning Commission and City Council for formal approval.

Attachment "2"



CITY OF ESCONDIDO  
PLANNING SERVICES  
201 NORTH BROADWAY  
ESCONDIDO, CA 92025-2798  
760-839-4671

Notice of Exemption

To: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Hwy, Room 260  
San Diego, CA 92101  
MS: A-33

From: City of Escondido  
Planning Services  
201 North Broadway  
Escondido, CA 92025

**Project Title/Case No:** General Plan Amendment Authorization/PL26-0033

**Project Location - Specific:** The property is located on the west side of Meyers Avenue, and is bounded by Barham Drive to the north, and Corporate Drive to the South (APN: 228-312-05-00).

**Project Location - City:** Escondido **Project Location - County:** San Diego

**Description of Project:** Authorizing City staff to accept the intake of an application for formal processing of a General Plan Amendment to amend the City's land use map to change the subject property from Light Industrial (LI) to Urban IV (U4) to facilitate development of 82 multi-family dwelling units. The Project would allow for further processing of the General Plan Amendment and associated entitlements which are subject to further discretionary and environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:**

Name: Storm Properties Inc. (C/O Storm Bird)

Address: 970 W. 190th St., Ste. 995, Torrance, CA 90502 Telephone: 310-986-2439

Private entity  School district  Local public Agency  State agency  Other special district

**Exempt Status:** The Project is statutorily exempt pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies).

**Reasons why project is exempt:** The Project is statutorily exempt from CEQA because it involves the authorization by the Escondido City Council to accept the intake and further review of a proposed General Plan Amendment and associated discretionary entitlements that will undergo a comprehensive environmental review consistent with the CEQA Guidelines. The granting of the authorization does not commit the lead agency to any future action associated with future discretionary application.

**Lead Agency Contact Person:** Ivan Flores, AICP Area Code/Telephone/Extension: 760-839-4529

Signature: \_\_\_\_\_  
Ivan Flores, AICP  
Principal Planner

\_\_\_\_\_  
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

RESOLUTION NO. 2026-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING FURTHER PROCESSING OF A GENERAL PLAN AMENDMENT TO FACILITATE A RESIDENTIAL DEVELOPMENT ON THE WEST SIDE OF MEYERS AVENUE

APPLICANT: STORM PROPERTIES, INC. (C/O STORM BIRD)

CASE NO: PL26-0033

WHEREAS, on February 9, 2026, Storm Properties, Inc. (C/O Storm Bird), filed a request to amend the City's adopted 2012 General Plan to amend the existing General Plan Land Use Designation of Light Industrial (LI) to Urban IV (U4) for the subject property located at on the west side of Meyers Avenue (APN: 228-312-05-00) within a Planned Development - Industrial zoning district (PD-I); and

WHEREAS, pursuant to Division 4 (Amendments and Zone Changes) of Article 61 (Administration and Enforcement) of the Escondido Zoning Code, the City Council shall authorize further processing of amendments to the City's 2012 General Plan; and

WHEREAS, pursuant to CEQA and the CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with principal responsibility for approving the proposed Project; and

WHEREAS, the Project is statutorily exempt from environmental review pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) since it merely involves consideration of further processing of a development proposal which will undergo environmental review pursuant to the Guidelines; and

WHEREAS, the City Council held a duly noticed public meeting on April 15, 2026, as prescribed by law, at which time the City Council received and considered the Staff Report, dated April 15, 2026, with attachments, and gave all persons full opportunity to be heard and to present evidence and testimony regarding the Project. Evidence was submitted to and considered by the City Council, including, without limitation:

- a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
- b. Oral testimony from City staff, interested parties, and the public;
- c. The City Council Staff Report, dated April 15, 2026, which is incorporated herein as though fully set forth herein;
- d. Additional information submitted during the public meeting; and

WHEREAS, the City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council’s decision is based, which documents and material shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

- 1. That the above recitations are true.
- 2. That the City Council has reviewed the Notice of Exemption prepared for the Project, which is attached to the City Council Staff Report, dated April 15, 2026. The City Council, in its independent

judgement, has determined the Project to be exempt from environmental review pursuant to CEQA Guidelines section 15262 (Feasibility and Planning Studies) in that future discretionary actions related to the development proposal shall be evaluated pursuant to the CEQA Guidelines.

3. The City Council hereby authorizes further processing of the General Plan Amendment as requested by the Applicant, subject to review for compliance with all applicable ordinances, and policies.



# STAFF REPORT

April 15, 2026

File Number 0600-10; A-3588

## SUBJECT

**DEEM DASH CONSTRUCTION COMPANY, INC. NONRESPONSIVE AND AUTHORIZE THE MAYOR, ON BEHALF OF THE CITY, TO EXECUTE A PUBLIC IMPROVEMENT AGREEMENT WITH SB GENERAL ENGINEERING, INC. FOR CONSTRUCTION OF THE WINDSOR GARDENS FENCE PROJECT**

## DEPARTMENT

Development Services, Engineering Services Division

## RECOMMENDATION

Request the City Council adopt Resolution No. 2026-60 (1) deeming Dash Construction Company, Inc. nonresponsive; (2) authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$922,200 with SB General Engineering, Inc. for construction of the Windsor Gardens Fence Project ("Project"); and (3) approve a budget adjustment in the amount of \$265,000 to fund the increased construction contract amount and contingency.

Staff Recommendation: Approval (Kevin Snyder, Director of Development Services and Jason Christman, Interim-City Engineer)

Presenter: Jason Christman, Interim-City Engineer

**ESSENTIAL SERVICE** – Yes, Keep City Clean for Public Health and Safety

**COUNCIL PRIORITY** – Improve Public Safety

## FISCAL ANALYSIS

Harmony Grove Remediation account (Account No. 1229 - PRJ-00000292) funds were previously approved in the amount of \$681,985.00 for a construction contract with Dash Construction Company, Inc. Those funds and the additionally requested funds through the budget adjustment will be used for the construction contract with SB General Engineering, Inc. Sufficient funds are available in the Harmony Grove Remediation account to fully fund this Project.

A budget adjustment in the amount of \$265,000 is recommended to support the project construction contract with SB General Engineering, Inc.



# CITY of ESCONDIDO

## STAFF REPORT

### PREVIOUS ACTION

On December 16, 2024, the City Council adopted Resolution No. 2024-192; ratified Proclamation No. 2024-03, and approved a budget adjustment transferring \$4,000,000 from General Fund Reserves to a new Harmony Grove Remediation account (Account No. NEW-229).

On December 10, 2025, the City Council adopted Resolution No. 2025-151 authorizing the Mayor to execute, on behalf of the City, a Public Improvement Agreement with Dash Construction Company, Inc. in the amount of \$681,985.

### BACKGROUND

On December 15, 2024, the City Manager issued Proclamation No. 2024-03, relating to conditions of a local emergency in and around the Harmony Grove Creek Bed Area arising from encampments and unauthorized persons loitering in the area, primarily for funding of a perimeter fence to prevent unauthorized entry to the area, and allowing the City Manager to execute contracts for the benefit of the City.

On January 7, 2025, the City entered into an agreement with SB General Engineering, Inc. for the installation of security fencing along the Escondido Creek Channel from Citracado Parkway on the west to Hale Avenue on the east.

Upon the successful completion of the fencing Project, residents living adjacent to the Project area raised concerns about increased homeless activity now being pushed further east along the Escondido bike/pedestrian path and entering their properties.

As a result of continued correspondence with the community, the city developed plans for replacement of an existing, dilapidated creek trail fence and installation of a more durable security fence to help safeguard the Windsor Gardens Apartments, the Pines Apartments, the Casa Grande Mobile Home Estates, and a single-family residence along the Escondido Creek bike/pedestrian path.

The Project bid documents were published for construction bids on October 16 and 23, 2025. On October 30, 2025, five sealed bids were received in response to the request for bids for the Project. The confirmed totals for the total base bid items are listed below:

Dash Construction Company, Inc.	\$681,985.00
<b>SB General Engineering, Inc.</b>	<b>\$922,200.00</b>
Moore Fencing Company	\$1,061,501.81
Tri-Group Construction & Development, Inc.	\$1,127,380.00
Palm Engineering Construction Company Inc.	\$1,427,040.00



# CITY of ESCONDIDO

## STAFF REPORT

Staff evaluated the bids and determined that the construction bid submitted by Dash Construction Company, Inc., was the lowest responsive and responsible bid.

However, as outlined in the bid documents, Dash Construction Company, Inc. had fifteen days from the Notice of Award issued in December 2025 to submit all required documentation along with an executed contract, and failed to do so. As of March 2026, the City still did not have the required documentation to fully execute a contract.

City staff notified Dash Construction Company, Inc. about this matter, and contacted the second lowest bidder to see if they are still interested and have time to perform the work associated with this Project. SB General Engineering, Inc. successfully completed the security fencing along the Escondido Creek Channel from Citracado Parkway on the west to Hale Avenue on the east, and was awarded the Clean California Escondido Gateway Project that is getting ready to start construction, is available, and has been deemed responsive and responsible to perform the work as outlined in the bid documents.

Staff has reviewed the bid submitted by SB General Engineering, Inc., and determined that their bid meets the all requirements set forth in the bid documents, and recommends awarding a Public Improvement Agreement in the amount of \$922,200 to SB General Engineering, Inc. for construction of this Project authorized to be signed by Josh Bridwell, President and Secretary of SB General Engineering, Inc. (Attachment "1").

### RESOLUTIONS

- a. Resolution No. 2026-60
- b. Resolution No. 2026-60 – Exhibit "A" – Public Improvement Agreement

### ATTACHMENTS

- a. Attachment "1" —Resolution of Authorized Signatory
- b. Attachment "2" —Budget Adjustment

RESOLUTION  
OF  
AUTHORIZED  
SIGNATORY

RESOLVED BY THE SHAREHOLDERS AND/OR DIRECTORS] of SB General Engineering, Inc., a California corporation as follows:

Josh Bridwell, President and Secretary of SB General Engineering, Inc., has the authority to sign and bind the Corporation to any and all contracts.

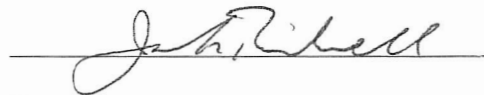
This resolution was adopted by the Shareholders and Directors of SB General Engineering, Inc., at a special meeting of the Corporation held on the 20th day of October, 2025.

  
Director/Shareholder

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that he is the duly elected and qualified Secretary of SB General Engineering, Inc., a California corporation and that the foregoing is a true and correct record of a resolution duly adopted by the Secretary of the Corporation

IN WITNESS WHEREOF; I have executed my name as Secretary on the 20<sup>th</sup> day of October, 2025.

  
Signature



# BUDGET ADJUSTMENT REQUEST

Department:	Development Services	<b><u>For Finance Use Only</u></b>  BA # _____  Fiscal Year _____
Department Contact:	Jason Christman	
City Council Meeting Date: <i>(attach staff report)</i>	April 15, 2026	

**EXPLANATION OF REQUEST**

Adopt Resolution No. 2026-60 deeming Dash Construction Company, Inc. nonresponsive and authorizing the Mayor, on behalf of the City, to execute a Public Improvement Agreement in the amount of \$922,200 with SB General Engineering, Inc. for construction of the Windsor Gardens Fence Project ("Project"), and approve a budget adjustment in the amount of \$265,000 to fund the increased construction contract amount and contingency.

**BUDGET ADJUSTMENT INFORMATION**

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Windsor Gardens Fencing Project	General Capital Fund	\$265,000	

**APPROVALS**

Signed by:  44511725EAE647E...	4/8/2026	Signed by:  C0C8E98A934247C...	4/8/2026
<b>DEPARTMENT HEAD</b>	<b>DATE</b>	<b>FINANCE</b>	<b>DATE</b>

## RESOLUTION NO. 2026-60

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT FOR CONSTRUCTION OF THE WINDSOR GARDEN FENCE PROJECT

WHEREAS, the City Council has allocated funding in the Harmony Grove Remediation account for construction of the Windsor Garden Fence Project (“Project”); and

WHEREAS, a Notice Inviting Bids for the Project was duly published on October 16 and 23, 2025 (“Notice”); and

WHEREAS, pursuant to said Notice, five sealed bids for the Project were opened on October 30, 2025 and evaluated by City staff; and

WHEREAS, Dash Construction Company, Inc. was the lowest bid but has been deemed to be nonresponsive due to inability to provide necessary information to contract with the City; and

WHEREAS, SB General Engineering, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, a budget adjustment in the amount of \$265,000 is needed to award the Public Improvement Agreement to SB General Engineering, Inc. for the Project; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to authorize a budget adjustment in the amount of \$265,000 and a Public Improvement Agreement with SB General Engineering, Inc. in the amount of \$922,200 for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council authorizes the Mayor to execute, on behalf of the City, a Public Improvement Agreement with SB General Engineering, Inc. in a substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "A," and subject to final approval as to form by the City Attorney.
3. That the City Council authorized a budget adjustment in the amount of \$265,000 to award this Project to SB General Engineering, Inc.
4. That the City Council authorizes Jason Christman, Interim-City Engineer, to execute contract change orders and contract amendments consistent with the Escondido Municipal Code.



**CITY OF ESCONDIDO**  
**PUBLIC IMPROVEMENT AGREEMENT**

This Public Improvement Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between:                   CITY OF ESCONDIDO  
                                  a California municipal corporation  
                                  201 N. Broadway  
                                  Escondido, CA 92025  
                                  Attn: Michael Tully  
                                  ("CITY")

And:                         SB General Engineering, Inc.  
                                  a California corporation  
                                  12125 Lakeside Avenue  
                                  Lakeside, CA 92040  
                                  Attn: Josh Bridwell  
                                  619-390-6570  
                                  ("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of work relating to the Windsor Gardens Fencing Project ("Project"), occurring on property located within City of Escondido Right of Way along the Escondido Creek Pedestrian Path ("Property"), as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. **Project Documents.** The Notice Inviting Sealed Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Change Orders, Shop Drawing Transmittals, Information Required of CONTRACTOR, Non-collusion Affidavit, Insurance Certificates, Guarantees, General Conditions, Supplementary General Conditions, Special Conditions, Plans, Drawings, Specifications, the Agreement, and all modifications, addenda, and amendments thereto ("Project Documents") are incorporated herein by this reference as if fully set forth herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Description and Performance of Work. CONTRACTOR shall furnish all work described in the Project Documents ("Work"). All Work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications, and requirements set forth in the Project Documents and all provisions of this Agreement.
3. Compensation. In exchange for CONTRACTOR's completion of the Work, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$922,200** ("Contract Price"). CONTRACTOR shall be compensated only for performance of the Work described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
4. Term and Time of Performance. CONTRACTOR shall commence work within one week from the CITY's notice to proceed. CONTRACTOR shall diligently perform and complete the Work with professional quality and technical accuracy **within 70 working days of the City's Notice to Proceed** ("Completion Date"). Extension of terms or time of performance shall be subject to the CITY's sole discretion.
5. Time Is of the Essence. If the Work is not completed by the Completion Date, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, the Parties agree that CONTRACTOR shall pay to the CITY as fixed and liquidated damages, and not as a penalty, the sum of **\$1,000 per day** for each calendar day of delay until the Work is completed and accepted ("Liquidated Damages Amount"). The Liquidated Damages Amount shall be deducted from any payments due to, or that become due to, CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the Liquidated Damages Amount.
6. Insurance Requirements.
  - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work, and the results of such Work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 0001 11188 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees, and personal and advertising injury, and damages because of injury or destruction of tangible property, including loss of use resulting there from, with limits no less than \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage; or, if a general aggregate limit is applicable, either: (i) the general aggregate limit shall specifically apply to the project identified in the bid specifications or to the location of such project which is the subject of these bid specifications with coverage to be no less than \$3,000,000, or (ii) the general aggregate shall be at least \$3,000,000 combined single limit coverage per occurrence for bodily injury and property damage.
    - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), including damages because of bodily injury, death of a person, or property damage arising out of the

ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under CONTRACTOR's control and engaged in the Work, with limits no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

- (3) *Workers' Compensation.* Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
  - (4) *Builder's Risk/"All Risk" Insurance.* The CONTRACTOR, during the progress of the Work and until final acceptance of the Work by CITY, shall maintain Builder's Risk/"All Risk," course-of-construction insurance satisfactory to CITY issued on a completed value basis of all WORK pursuant to this Agreement. Coverage is to provide extended coverage and insurance against vandalism, theft, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Engineer's services and expenses required as a result of such insured loss upon the Work, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the CITY and the City Engineer as an additional named insured and any other person with an insurable interest designated.
  - (5) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Compliance with General Condition Requirements.* Insurance coverage shall comply with and meet all requirements set forth in Article 5.2 of General Conditions
  - (2) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
  - (3) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability additional insured endorsement shall be at least as broad as ISO Form CA 20 01.
  - (4) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
  - (5) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.

- (6) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (7) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
  - (8) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
  - (9) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
  - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - e. *No Limitation of Obligations.* The insurance requirements within this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions within this Agreement concerning indemnification.
  - f. *Compliance.* Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of this Agreement, including, without limitation, the obligation to defend and indemnify the CITY and the City Engineer. In the event that

CONTRACTOR fails to comply with any insurance requirement set forth in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop Work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's (including CONTRACTOR's agents, employees, and subcontractors, if any) Work pursuant to this Agreement or its failure to comply with any of its obligations contained herein, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any Work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Bonds.

- a. CONTRACTOR shall furnish and deliver to the CITY, simultaneously with the execution of this Agreement, the following surety bonds:
  - (1) *Faithful Performance Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for faithful performance of this Agreement.
  - (2) *Labor and Materials Bond.* CONTRACTOR shall furnish to the CITY a surety bond in an amount equal to the Contract Price as security for payment to persons performing labor and furnishing materials in connection with the Project.
- b. All bonds furnished to the CITY pursuant to this Agreement shall be in the form set forth herein and approved by the City Attorney.
- c. All bonds shall be executed by sureties that are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- d. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the CONTRACTOR shall, within seven days thereafter, substitute another bond and surety, which must be acceptable to the CITY. No portion of the Work shall be performed without bonds, in a form and issued by a surety acceptable to the City. If one or more of such bonds shall, at any time, not be in full force and effect, CONTRACTOR shall immediately cease performance of the Work until CONTRACTOR is in full compliance with the bonding requirements of this Agreement and California law. All delays and costs incurred or resulting from such occurrence shall be to the exclusive account of CONTRACTOR. Failure of the CONTRACTOR to promptly cure any failure to have the necessary bonds in full force and effect shall be grounds for immediate termination of this Agreement.
- e. All bonds shall be obtained from surety companies that are duly licensed or authorized in the State of California. Such surety companies shall also meet any additional requirements and qualifications as may be provided in the Supplementary General Conditions.
9. Substitution of Securities. This Agreement is subject to California Public Contract Code section 22300, which permits the substitution of securities for any monies withheld by the CITY to ensure performance of this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state- or federally-chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion and acceptance of the Work, such securities shall be returned to the CONTRACTOR.
10. Contractor Default. In the event CONTRACTOR, for a period of 10 calendar days after receipt of written demand from the CITY to do so ("Cure Period"), fails to furnish tools, equipment, or labor in the necessary quantity or quality required by this Agreement, or fails to prosecute the Work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within the Cure Period, fails to continue to do so, then the CITY in its sole discretion may exclude the CONTRACTOR from the Property, or any portion thereof, and take exclusive possession of the Property or any portion thereof, together with all material and equipment thereon, and may complete the Work or any portion of the Work, either by (i) furnishing the necessary tools, equipment, labor, or materials; or (ii) letting the unfinished portion of the work, or any portion thereof, to another contractor; or (iii) demanding the surety hire another contractor; or (iv) any combination of such methods. The CITY's procuring of the completion of the Work, or the portion of the Work taken over by the CITY, shall be a charge against the CONTRACTOR and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of such charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment if CONTRACTOR fails to pay in full any such cost incurred by the CITY. The permissible charges for any such procurement of the completion of the Work include actual costs and fees incurred to third party individuals and entities (including but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by the CITY for the increased dedication of time of the CITY's employees to the Project.
11. Other Legal Requirements Incorporated. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though such law or clause were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
14. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
15. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR, and pursuant to action of the Escondido City Council.
16. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
17. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
18. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
19. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
20. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
21. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
22. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. This shall include, but shall not be limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the work under this Agreement. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Prevailing Wages and Department of Industrial Relations Compliance. Pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages, including but not limited to the keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions. CONTRACTOR shall file the required workers' compensation certificate before commencing work under this Agreement. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
24. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any portion of the Work under this Agreement are and will be authorized to perform the Work in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Work. CONTRACTOR agrees to comply with the IRCA before commencing any portion of the Work, and continuously throughout the performance of the Work and the term of this Agreement.
25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Dane White, Mayor

SB General Engineering, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Josh Bridwell, President

\_\_\_\_\_  
721885  
Contractor's License No.

\_\_\_\_\_  
45-0703378  
Tax ID/Social Security No.

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, City Attorney

BY: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.



# STAFF REPORT

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April, 15, 2026  
File Number 0685-10

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## SUBJECT

**LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT (LMD) – INFORMATION REGARDING THE LANDSCAPE MAINTENANCE DISTRICT PROGRAM, HISTORY, AND PROP 218 LIMITATIONS**

## DEPARTMENT

Development Services/Public Works

## RECOMMENDATION

Request the City Council receive and file a presentation on the Landscape Maintenance Assessment District regarding history and reassessments.

Staff Recommendation: Receive and File (Development Services/Public Works: Kevin Snyder, Director of Development Services and Joseph Goulart, Director of Public Works)

**Presenter:** Jen Conway, Management Analyst II

**ESSENTIAL SERVICE** – Yes, Maintenance of Open Spaces

**COUNCIL PRIORITY** – Increase Retention and Attraction of People and Businesses to Escondido

## FISCAL ANALYSIS

The Landscape Maintenance District (“LMD”) is a benefit assessment district created to fund the maintenance of landscape improvements. Assessment revenue is collected from property owners in each of the 38 zones via annual property tax paid through the County of San Diego. The funding mechanism consists of a separate fund for each zone, with collected assessments only to be used for that zone, with expenses published each fiscal year on the Engineer’s Report.

## BACKGROUND

The authority and process for a government agency to create and maintain specific districts are outlined in the ‘Landscape and Light Act of 1972’ which is located in the California Code, Streets and Highways Code, Division 15 from Section 22500-22679.

In lieu of the formation of a Home Owners Association (“HOA”), the development owner of the parcels requested annexation into the City’s Landscape Maintenance District to pay for the ongoing maintenance of the landscaping improvements associated with the City right-of-way and landscape easement areas.



# CITY of ESCONDIDO

## STAFF REPORT

These landscape improvements were installed by the developer to enhance the appearance and quality of the development. Residents pay an assessment per parcel for the proportionate special benefit received by the LMD providing landscape improvements and maintenance.

The city's thirty-eight LMD zones are distributed throughout the community and include neighborhood perimeter rights-of-way, open space areas, environmental channels, riparian creeks and streambeds, bioretention basins, street medians, and park-like spaces.

The LMD funds the maintenance of landscape improvements through assessments collected annually from property owners in 38 zones via County of San Diego property taxes. Each zone has a separate fund, and assessment revenues are used exclusively within the zone, with annual expenditures documented in the Engineer's Report.

In 1997 Proposition 218 was adopted as an amendment to the state constitution which added restrictions to limit local agencies' ability to increase special assessment rates. Maximum levies which were set for some zones, did not allow for a Consumer Price Index ("CPI") inflationary escalator, which has created a shortfall in revenue to operate certain zones over time.



# STAFF REPORT

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April 15, 2026  
File Number 1020-75

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## **SUBJECT**

### **CURRENT FISCAL YEAR CAPITAL IMPROVEMENT PROGRAM STATUS BRIEFING**

## **DEPARTMENT**

Development Services, Engineering Services Division

## **RECOMMENDATION**

Request for the City Council to receive and file the current fiscal year capital improvement status briefing.

Staff Recommendation: Receive and file (Development Services: Kevin Snyder, Director Development Services)

Presenter: Jason Christman, Interim City Engineer

**ESSENTIAL SERVICE** – Yes, Public Works/Infrastructure

**COUNCIL PRIORITIES** – Build Trust and Accountability, Financial Stewardship and Prioritize Public Safety

## **FISCAL ANALYSIS**

The Capital Improvement Program Status Update has no direct fiscal impact to the City budget.

## **PREVIOUS ACTION**

On June 18, 2025, the City Council adopted Resolution No. 2022-76 which adopted the five-year Capital Improvement Program for fiscal years 2025/26 – 2029/30 and the project budgets for fiscal year 2025/26.

## **BACKGROUND**

The City Council adopted the 5-year 2026-2030 Capital Improvement Program Budget on June 8, 2025. The Capital Improvement Program is a long-term planning tool as capital projects often require multiple years of funding, planning and development. Projects are planned over a five-year period so that the design can be refined to fit the best needs of the community and the City. The intention of this update is to provide information on progress made on some of the projects that the Engineering Services, Utilities and Public Works departments are working on. This update will highlight some of the key projects that are most important to the Escondido community and provide a short update for other projects.



# STAFF REPORT

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April 15, 2026  
File Number 0120-10

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## **SUBJECT**

**LIBRARY BOARD OF TRUSTEES APPOINTMENTS**

## **DEPARTMENT**

City Clerk's Office

## **RECOMMENDATION**

Mayor White respectfully requests that the City Council ratify his appointments to the Library Board of Trustees as follows:

- Maribel Cruz Reyes (Current Trustee; new term to expire March 31, 2029)
- Francis Bova (Current Trustee; new term to expire March 31, 2029)
- Carolyn Clemens (Former Trustee; new term to expire March 31, 2027)

Staff Recommendation: Approval (City Clerk's Office: Zack Beck, City Clerk)

Presenter: Zack Beck, City Clerk

## **BACKGROUND**

On January 31, 2026, Library Board of Trustees Member John Schwab notified the City Clerk's Office of his resignation from the Board. One year remains in his term, which is set to expire on March 31, 2027.

The terms of Library Board of Trustees Members Maribel Cruz Reyes and Francis Bova were scheduled to expire on March 31, 2026. On March 18, 2026, the City Council approved an extension of their terms through May 31, 2026, to allow time for the recruitment and appointment process.

The City Clerk's Office received three applications for the Library Board of Trustees by the March 31, 2026 application deadline:

- Maribel Cruz Reyes (Current Trustee; applied for reappointment to a full three-year term)
- Francis Bova (Current Trustee; applied for reappointment to a full three-year term)
- Carolyn Clemens (Former Trustee; applied to fill the vacancy created by Trustee Schwab's resignation for the remainder of the term)

Because the number of applicants is equal to the number of available seats, and the applicants include two current Trustees and one former Trustee with prior Board experience, Mayor White respectfully requests that the City Council ratify the appointments to the Library Board of Trustees as outlined above.

KEY-

CONSENT CALENDAR CURRENT BUSINESS  
PUBLIC HEARING WORKSHOP PROCLAMATION

Item 12.



# CITY of ESCONDIDO

FUTURE AGENDA

4/22/2026 - NO MEETING

4/29/2026 - NO MEETING